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## Legal representatives of Eli Ayres.

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## LEGAL REPRESENTATIVES OF ELI AYRES.

FEBRUARY 4, 1899.—Ordered to be printed.

Mr. ALLEN, from the Committee on Claims, submitted the following

### REPORT.

[To accompany S. 3381.]

Your committee, to whom this claim of Senate bill 3381 was referred, reports as follows:

That after careful consideration and investigation, and after the submission of carefully prepared arguments, books, documents, deeds, maps, etc., your committee find that in 1839 Eli Ayres purchased of certain Chickasaw Indians 194 sections of land, located in the State of Mississippi, for which he paid said Indians \$1.25 an acre. We find that at the time of the sale the Indians were vested in fee of said lands, and that the supreme court of the State of Mississippi and the Supreme Court of the United States have so held.

That there was, however, a provision of the treaty providing for the approval of the deeds after the sale was made by the Indians by the President of the United States before the sale was completed. But said treaty also provided for the payment of the money before approval of deed. That both the Indians and the grantee supposed and believed, when the consideration was approved by the agent and receipts therefor attached to the deed and the sales made in due form, that said approval would be made as a matter of course; and, acting upon that presumption, the consideration was paid and turned over to the Indians, and the Indians executed their conveyances in full for said lands.

The President of the United States failed to approve the said deed, and the United States, without returning the money for the purchase of said lands, took said lands and appropriated the same to its own use, and allowed the said lands to be homesteaded or sold to other parties, and the money received paid into the United States Treasury.

That after portions of said lands had been homesteaded, and the expense of the sales paid for, there was turned over to the Treasury of the United States \$58,158.46.

That no recompense or compensation has ever been paid to the said Eli Ayres or his heirs for said money paid for said lands by the United States, notwithstanding he had bought the same of said Indians and paid his money therefor, and the United States had appropriated these lands to its own use, and the supreme court of the State of Mississippi and the Supreme Court of the United States have both decided that at the time of said appropriation by the United States that they had parted

with the fee title to the said land, that this fee was in the Indian allottees, and cancelled certain individual patents that the United States had issued for some of this identical land sold, and decided that the United States had no right to the same. (See case of *Wray v. Doe*, 10 Miss., p. 462; and the case of *Best v. Polk*, in the 18 Wallace U. S. R., p. 112.)

While we find that it is probably true that these lands were worth considerably more than \$1.25 an acre at the time of the appropriation by the United States, yet in lieu of the fact that the United States only received \$58,158.46 for this land, we find that in equity this sum at least should be turned over to the heirs of Eli Ayres, and we therefore recommend that the bill be amended by striking out the sum named of \$744,960 and inserting in lieu thereof \$58,158.46, and as amended the bill do pass.

And for further information of the Senate, your committee states that this claim has been before Congress for many years, and has often been reported by both Senate and House committees favorably, sometimes in favor of allowing scrip for the land and sometimes for a money payment.

We embody herein the report made to the Fifty-first Congress by the Committee on Indian Affairs of the House, made August 12, 1890; also report of Senator Jones, Senate committee, and documentary evidence submitted April 28, 1882, and with the modifications, as to the amendments indicated herein, adopt the said reports as part of our own, the reports and documentary evidence being a full explanation of the facts of the case.

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[House Report No. 2959, Fifty-first Congress, first session.]

The Committee on Indian Affairs, to whom was referred the bill (H. R. 8461) to quiet the title of certain lands in the State of Mississippi, and for the relief of Eli Ayres, submit the following report:

It appears from the proofs before the committee that the claimant is an old man and has been many years urging his claim in the departments, before the courts, and in Congress. He sets forth that in the year 1839 he purchased of certain Chickasaw Indians 194 sections of land located in the State of Mississippi, for which he paid \$1.25 per acre, aggregating \$155,200. That all the lands so purchased had been duly granted to the Indians who were his grantors, and that they had a complete title in fee for the same. That owing to unauthorized restrictions placed upon the right of alienation by the Indians, as well as the erroneous interpretation of existing treaties between the United States and the Chickasaw Nation, his deeds were not approved by the President, therefore the legal title was not vested in him, but that he is the equitable owner of the lands in question. That the United States, not having any title to the lands, assumed to sell them to other parties and give patents for them which the courts have declared utterly void. That such action on the part of the Government has resulted in keeping him out of possession and use of the lands during all these years.

From the showing made it is evident that Ayres has persistently pressed his claim at every point and can not be charged with being guilty of laches.

To understand the claim it would be necessary to give its history somewhat in detail. The title in Ayres's grantors, if they had any, rests upon the treaties of 1832 and 1834, negotiated with the Chickasaw Nation. (See 7th statute, 381 and 450. These two treaties relate to the then existing Chickasaw Reservation lying in the State of Mississippi. In 1832 the Indians became uneasy on account of the encroachments of the whites and proposed to cede their lands to the United States and look for another reservation beyond the Mississippi. The treaty was signed the 30th of October that year. By the first article the Indians ceded all the lands in the reservation to the United States. By the second article the United States agreed to have the entire reservation surveyed and offered for sale. The third article provided, "as a full compensation to the Chickasaw Nation for the country thus ceded," the United States would pay over to the Chickasaws all the money arising from the sale

after deducting expenses. But the fourth article provided that every family of the nation was to be permitted to select out of the surveyed lands, before any sales were made, a comfortable settlement, to guard against the contingency of a failure to secure a satisfactory reservation west of the Mississippi. Such selections were to be made on the basis of one section of land to each single man twenty-one years of age; to each family of five and under, two sections; to each family of six and not exceeding ten, three sections; and to each family exceeding ten in number, four sections; to each family owning ten or more slaves an additional section was granted, and to those owning less than ten slaves a half section. It was further provided in this connection that when the Indians found a suitable reservation, and were ready to remove to it, that the selections above mentioned should be sold in the same manner as the other part of the reservation had been sold, and the net proceeds paid to the nation.

In order to avoid conflicts arising out of reservations provided for, it was further agreed, by the fourteenth article of the treaty, it should be the duty of the chiefs of the nation, with the advice and assistance of the Indian agent, to cause a correct list to be made of each tract selected; said list to designate the entries set apart for each family or individual, showing the precise parcel belonging to each, the same to be properly authenticated and filed with the register of the land office as constituting the evidence of the title of each reserve to the land so selected under the provisions of the fourth article.

This treaty of 1832 was amended and in part abrogated by the treaty of May 24, 1834. Article 4 of the latter treaty contains the following provision:

"The Chickasaws desire to have within their discretion and control the means of taking care of themselves. Many of their people are quite competent to manage their affairs, though some are not capable and might be imposed upon by designing persons. It is therefore agreed that the reservations hereinafter admitted shall not be permitted to be sold, leased, or disposed of unless it appears by the certificate of at least two of the following-named persons, to wit: Ish-to-ho-to-pa the King, Levi Colbert, George Colbert, Martin Colbert, Isaac Alberson, Henry Love, and Benjamin Love, of which five have affixed their names to this treaty, that the party owning or claiming the same is capable to manage and take care of his or her own affairs; which fact, to the best of his knowledge or information, shall be certified by the agent; and furthermore, that a fair consideration has been paid; and thereupon the deed of conveyance shall be valid, provided the President of the United States, or such other person as he shall designate, shall approve of the same and indorse on the deed, which said deed and approval shall be registered at the place and within the time required by the laws of the State in which the land may be situated, otherwise to be void."

Articles 5 and 6 are amendatory of the former treaty, and change it by vesting the title to reserved lands in the individual Indians *in fee*, the language of article 5 on this point being as follows:

"It is agreed that the fourth article of the treaty of Pontotoc be so changed that the following reservations be granted *in fee*."

This it will be seen was a radical departure from the provisions of the former treaty. There the reservations or allotments for the individual Indians were only for their *temporary use*, the title to remain in the United States and the lands to be subsequently sold the same as other parts of the reservation. Articles 5 and 6 further provide the extent of these new "reservations in fee" to the heads of families and for single persons, male and female, who are of the age of twenty-one years and upwards. Provision is made that lists of Indians, not heads of families, shall be made out by the commissioners named in the treaty and filed with the agent, upon whose certificate of its believed accuracy, the register and receiver shall cause said reservations to be located.

As Mr. Ayres's claim is based upon alleged purchases of land reserved under the provisions of these two articles (5 and 6) of the treaty of 1834, it is not necessary to call attention to the further provisions of these two treaties, but proceed to as brief a statement of the further facts as is consistent with a full understanding of the claim.

Prior to the treaty of 1834 a considerable number of the Chickasaws had intermarried with the Choctaws, and, with others who had not so intermarried, had removed west of the Mississippi, and in consequence, at the time the great body of Chickasaws were enrolled, were not apprised of the fact that they had rights under the treaties, and no applications for their enrollment were made for some time thereafter.

When the main body of the nation removed West they discovered their brethren that had preceded them, and immediate steps were taken by the king and others of the commissioners to have them properly enrolled and their reservations duly located. Lists were made out and certified to by the king and his associate commissioners and forwarded to the agent, as provided in the treaty, and the agent certified these

lists to the register and receiver, and locations for the individual Indians named therein were duly made. Nearly all these locations were made late in the year 1838, a few being made in the early part of 1839. In every essential particular the enrollment of these Indians and the subsequent selections of lands under the treaty appear upon the face of the records as fully meeting all the requirements of both treaties. A sample of the record in the register's office, in one of these cases, is set out in the case of *Wray v. Doe* in the 10th Miss., which we allude to hereafter. Nothing appears anywhere impeaching the validity of these enrollments and reservations.

Now claimant alleges that in 1839 he bought from these reservees 194 sections, or 124,160 acres of land, paying therefor \$1.25 per acre, or an aggregate of \$155,200. The conveyances taken by Mr. Ayres from the Indians all appear to have contained a full covenant for title and agreeing to defend the same, etc., and were duly executed and witnessed. Each deed also had indorsed thereon the certificate of two of the Chickasaw commissioners, certifying to the competency of the grantor, as required by section 4 of the treaty. Twenty-one of the deeds also bear the certificate of the Indian agent in the following form:

"I, A. M. M. Upshaw, agent for the Chickasaw Nation of Indians, do hereby certify the above certificate of capacity is true to the best of my knowledge and information; and, further, that the sum of ——— dollars, the consideration of above conveyance, is, in my opinion, a fair consideration for the premises and has been paid.

"A. M. M. UPSHAW, C. A.

"NEAR FORT TOWSON, March 10, 1840."

There is also attached to each of the deeds a receipt by the grantor for the purchase money, his signature being attested by two witnesses. The deeds have also been recorded. And accompanying the papers are affidavits of Ayres, the claimant, and others as to the actual payment of the consideration and the execution and delivery of the various deeds.

The failure to secure the Indian agent's certificate to the balance of the deeds and the approval of the President is accounted for as follows: Some time in 1841, nearly if not quite three years after the said Indians had been enrolled and made the reservations, doubts were expressed as to the good faith of some of the reservees, or that fraud might exist in some of the claims. Doubts had been expressed as to the nationality of the reservees who were found west of the Mississippi. The result of these rumors was a recommendation by the Commissioner of Indian Affairs that the matter of the enrollment and locations be referred to the Chickasaw commissioners provided for in the treaty for investigation. On the 4th of May, 1841, the Secretary of War, in pursuance of such recommendation, made an order sending the list in question to the commission provided for in the fourth article of the treaty of 1834 for their revision.

It is now clearly apparent from the decisions of the supreme court of the State of Mississippi and of the Supreme Court of the United States that the rights of these reservees had already become vested, and they were then the owners in fee of their several reservations. The order, therefore, made by the Secretary would have had no binding validity had it been carried into effect. But the fact is that the list in question was never submitted, so far as appears, to the said commissioners. It was submitted about a year and a half after the date of the order to a self-constituted council of from twenty to twenty-five Indians who met at Boggy Depot, in the Indian Territory. This council, which seems to have been wholly without authority in the premises, passed upon the validity or invalidity of 524 selections. The work was all done in one day. Four of the selections were declared to be valid and 520 of them invalid. This finding, with all its want of validity and regularity, seems to have found its way to the Department, and was not only treated as the report of the commission provided for in the treaty, but as furnishing sufficient basis for refusal on the part of the President to approve the deeds of any of the 520 reservees found on the list when they attempted to alienate their reservations. More than this, all the reservations declared invalid by this council were suspended and forever after treated by the Executive as absolutely void, and subsequently sold, including all the lands claimed by Ayres under his purchase from said reservees, except thirty-nine and three-fourths sections, which were relocated to other Chickasaws under the treaty.

Now, if the Indians from whom Ayres purchased had the title to their lands, then the first long step in establishing Ayres's claim has been taken. If the Indians had no title, the claim falls at once. And if the title had vested previous to the order of the Secretary referring the matter of the enrollment and selections to the commissioners provided in the treaty, then such order could in no wise divest or affect it. The whole question of title has been conclusively settled by the courts. The case of *Wray v. Doe*, 10th Sineede and Marshall (Miss.), 462, was a contest between the title claimed by one of these same reservees (Ho ya pa nubby), who had conveyed to

Ayres, and the patentee who had subsequently purchased the same tract from the United States. The court had before it the record of the Land Office showing the selection and location on behalf of the Indian and the patent under which Mr. Wray claimed. The court says:

"Under the treaty the chiefs of the Chickasaw Nation have the sole and exclusive right to determine what Indians are entitled to lands under the sixth article of the treaty.

"The enrolling and placing the name of the plaintiff on the list of persons entitled to land under the sixth article of the treaty by the chiefs and his location by the register and receiver on a section of land is conclusive evidence of his being entitled to land under said article, and also of his title to such section of land.

"The location of the reservee under the Chickasaw treaty on a section of land vests in such reservee a title to said land which can not be divested by any act of the Government of the United States or any of its officers."

The court also says that—

"A sale of a section of land previously designated as the location of an Indian reservee under the Chickasaw treaty by order of the President of the United States or any officer of the Government would be unlawful and void."

This decision of the supreme court of the State of Mississippi was rendered in 1848. It was reaffirmed by the same tribunal in the case of *Hardin v. Ho-ya-pa-nubby* (same defendant as in other case), 27 Miss., 567, this decision being rendered in 1854.

These two decisions of the Mississippi court were approved and confirmed in a decision coming up on exactly similar facts by the Supreme Court of the United States in *Best v. Polk*, 18 Wall., 112. The conclusion of the courts in these several cases was that the treaty of 1834, by the force of its own provisions, conveyed the title to the Indians, and was nothing more nor less than a grant. In each case the Indian title was one of those here in question, and it was contested by a party holding a United States patent subsequently given. The court in each case held the absolute title to be in the Indian and the patent void.

In the first case of *Wray v. Doe* Congress appropriated money to repay the amount paid by the patentee. (See 11 Stat., 514.) In *Hardin v. Doe* the executive department made similar restitution to the party claiming under the patent. (See Land Book 3, p. 300.)

Thus all the Departments of the Government have recognized the binding force of the court decisions. As to the cases themselves, of course, the decisions are *res adjudicata*. As to the other cases under consideration these decisions are *stare decisis*. They form a "rule of right," made by the highest courts, after due deliberation, which it would be a great hardship to disregard.

We must therefore conclude that the Indians who undertook to convey to the claimant had the title to their several reservations, and that the subsequent attempt on the part of the United States to convey the same lands to other parties by patent was wholly nugatory and void. It is, however, a fact that those claiming under patents from the United States were permitted to take possession of the lands, and have continuously held them up to the present.

The remaining considerations to which the committee addressed their attention were, whether the complainant had paid over to the Indians a proper consideration for the lands in question, and whether he had been diligent in the prosecution of his claim. On the first of these points Mr. Ayers has made much more than a *prima facie* case, and nothing appears in the record or on file in opposition. The deeds themselves state consideration and were duly witnessed and executed. They each have attached a receipt for the full amount, at \$1.25 per acre, duly signed by the grantor and attested by two witnesses. About twenty of the deeds were certified to by the agent, as he was officially required to do, that the consideration was a fair one and that the same had been paid. In addition to these evidences of the record, the plaintiff filed the evidence of himself and one Dollarhide, showing that the compensation was a fair and proper one, and that all the payments had been duly made. The credibility and reliability of both Mr. Ayers and Mr. Dollarhide are strongly certified to by Hon. Olin Wellborn, ex-member of Congress from Texas; Mr. Jo Abbott, of Texas; Hon. J. K. Jones, Senator from Arkansas; Hon. Thomas C. McRae, member of Congress from Arkansas, and Hon. C. R. Breckinridge, from the same State.

As to the question of vigilance in the prosecution of his claim on the part of claimant there is abundant evidence. The treaty was made in 1834; the reservees were enrolled and located in 1838; Ayers purchased in May and June, 1839; the Boggy Depot Council was held in 1842; the refusal of the Secretary to submit the deeds to the President for his approval in 1843; the decision in *Wray v. Doe* was rendered in 1848, having been decided in both the circuit and supreme courts of Mississippi; a further application for approval of deeds was made upon the faith of the court decisions in 1849, reported against in 1850; another case (*Hardin v. Doe*)

was apparently immediately instituted and decided by the supreme court of Mississippi in 1854; Wray's money was refunded to him by act of Congress in 1857; the decision of the Supreme Court of the United States (*Best v. Polk*) was rendered in 1873; another application to the President for the approval of the deeds made in 1875, and held under advisement and rejected in 1878; Ayers petitioned Congress for relief in 1878; renewed his application to the Secretary of the Interior in 1881; filed bill in Congress in 1882. This latter measure seems to have been referred to the Interior Department for consideration and report. The committee has had before it a very exhaustive report by Commissioner Hiram Price, covering the whole history of the case, finding the claimant entitled to relief and recommending the passage of the bill. Mr. Price's report was transmitted to Congress by Secretary Teller, who concurred in the findings and recommendation of the commissioner. From that time until the present bills have been pending in every Congress providing for relief.

Your committee are of the opinion that the relief should be granted. It is not the fault of the claimant that the claim is stale. The summary given above shows that he has never relaxed his efforts to have the wrong done him by his Government made right. We therefore believe the claim should be met and paid by Congress. Where lands belonging to individuals have been inadvertently sold by the United States, Congress has frequently provided compensation by directing the issue and delivery to the claimant of certificates or land script to the amount of the lands thus disposed of. We doubt the policy at this time of providing for payment in money. We therefore report back the House bill (H. R. 8461) with a substitute providing for the payment to Mr. Ayers, his heirs or assignees, the amount of his original claim, with interest at 3 per cent per annum, in land script, at \$1.25 per acre, and recommend the passage of such substitute.

[Senate Report No. 1457, Fifty-fourth Congress, second session.]

Claimant says that in the year 1839 he purchased of certain Chickasaw Indians 194 sections of land, located in the State of Mississippi, for which he paid the sum of \$155,200; that the lands so purchased were all property located by his grantors, who thereby became vested with the title thereto in fee; that owing to restrictions placed upon the right of alienation by the Indians, as well as the interpretation of existing treaties between the United States and the Chickasaw Nation, his deeds for said lands were not approved by the President of the United States, and that therefore his legal and equitable rights were ignored in the premises and the lands were sold or otherwise disposed of by the United States Government.

This claim, as appears from the showing made, has been persistently pressed in the departments, in Congress, and in the courts from the time Ayres was first informed that his title was in dispute up to the present, and it can not, in view of the facts, be said that he is guilty of laches.

In order to arrive at a thorough understanding of this somewhat intricate case, it becomes necessary to consider the history of the same considerably in detail, which necessitates also an examination of the treaties between the United States and the Chickasaw Nation providing for the removal of that tribe west of the Mississippi.

On the 20th day of October, 1832, the treaty of Pontotoc was concluded between the Chickasaw Nation and the United States (7 Stat. L., 381), and ratified March 1, 1833. By the first article of that treaty the Chickasaws ceded, for the consideration therein expressed, to the United States all the lands which they then owned situated on the east side of the Mississippi River.

By the second article the United States agreed to have the entire part so ceded "surveyed and prepared for sale and then offered for sale at public auction."

The third article provided, "as a full compensation to the Chickasaw Nation for the country thus ceded," that the United States would pay over to the Chickasaws all the money arising from the sale of said lands after deducting the expense attending the same.

The fourth article provided that every family of the nation was to select out of the surveys, prior to any public sale of any of the lands so surveyed, a comfortable settlement, which was to guard against the contingency of a failure to secure a satisfactory country to emigrate to west of the Mississippi, such selections to be upon the basis of one section of land to each single man 21 years of age; to each family of five and under, two sections; to each family of six and not exceeding ten, three sections; and to each family exceeding ten in number, four sections. To each family owning ten or more slaves an additional section was granted, and to those owning less than ten slaves a half section. It was further provided in this connection that when the Chickasaws had finally secured a country and were ready to remove thereto the President of the United States should, upon being notified of such determination, proclaim said lands for sale in the manner as provided in the second article of said treaty, the net proceeds of all such sales to be paid to the Chickasaw Nation.

In order to avoid confusion and conflicts arising out of reservations under the fourth article of the treaty, it was provided by the fourteenth article of said instrument that it should be the duty of the chiefs of the nation, with the advice and assistance of the Indian agent, to cause a correct list to be made out of each tract of land selected as and for a residence; said lists to designate the entries of lands so set apart for each family or individual in the nation, showing the precise parcel belonging to each and every of them, the same, properly authenticated, to be filed with the register of the land office as constituting the evidence of the title of each reservee to the lands so selected under the said fourth article of the treaty.

It appears that prior to actual occupation under said treaty the same was amended and in part abrogated by a further treaty, concluded at the city of Washington, May 24, 1834, which was entitled, "Articles of convention and agreement proposed by the commissioners on the part of the United States in pursuance of the request made by the delegation representing the Chickasaw Nation and which have been agreed to." (7 Stat. L., 450.)

Article 4 of this amendatory treaty contained the following provision:

The Chickasaws desire to have within their discretion and control the means of taking care of themselves. Many of their people are quite competent to manage their affairs, though some are not capable and might be imposed upon by designing persons. It is therefore agreed that the reservations hereinafter admitted shall not be permitted to be sold, leased, or disposed of unless it appears by the certificate of at least two of the following-named persons, to wit: Ish to ho to pa, Levi Colbert, George Colbert, Martin Colbert, Isaac Alberson, Henry Love, and Benjamin Love, of which five have affixed their names to this treaty, that the party owning or claiming the same is capable to manage and take care of his or her own affairs, which fact, to the best of his knowledge or information, shall be certified by the agent, and furthermore, that a fair consideration has been paid; and thereupon the conveyance shall be valid, provided the President of the United States, or such other person as he shall designate, shall approve of the same and indorse it on the deed, which said deed and approval shall be registered at the place and within the time required by the laws of the State in which the land may be situated, otherwise to be void.

Articles 5 and 6 are amendatory of the treaty of Pontotoc, and change article 4 of that treaty by vesting the title to reserved lands in the individual Indians in fee. The language of article 5 is as follows:

It is agreed that the fourth article of the treaty of Pontotoc be so changed that the following reservations be granted in fee.

Then follows allotments to heads of families, etc.

Article 6 is in the language as follows:

Also reservations of a section to each shall be granted to persons, male and female, not being heads of families, who are of the age of twenty-one years and upwards, etc.

This latter article also provides that lists of Chickasaw Indians not heads of families, alluded to in the fourth article of the "treaty of Pontotoc," shall be made out by the seven commissioners named in said treaty and filed with the agent, upon whose certificate of its believed accuracy the register and receiver shall cause said reservations to be located, etc.

As the claim under consideration is based upon the alleged purchase of lands reserved under the provisions of articles 5 and 6 of the treaty of 1834, it is not necessary to call attention to the further provisions of the treaties, but proceed to as brief a statement of the further fact as is consistent with a full understanding of the nature of the claim. It is said that prior to the treaties of 1832 and 1834 a considerable number of the Chickasaw Indians had intermarried with the Choctaws, and, with others who had not so intermarried, had removed west of the Mississippi River, in consequence of which they were not, at the time the great body of Chickasaw Indians were enrolled, apprised of the fact that they had any rights under the treaties, and no application for their enrollment was for some time thereafter made.

These Indians were found by the great body of Chickasaws when they moved West, and when so discovered it appears that immediate steps were taken by the king and other of the commissioners to have them properly enrolled, so they could make reservation under the fifth and sixth articles of the treaty of 1834, as the others of the nation had previously done.

The following copies of the official communications touching the discovery of these Indians and their identity as Chickasaws afford a clear understanding of the steps taken to have them enrolled and so recognized:

CHICKASAW NATION, June 24, 1838.

Col. BENJAMIN REYNOLDS, *Chickasaw Agent*.

DEAR SIR: Since we removed west of the Mississippi we have found a number of our people who are clearly entitled to their reserves under the treaty of the 24th of May, 1834, who are not provided for.



It is our wish that they should participate in the benefits we derived in the sale of our country. You will oblige us by having them enrolled, and stating the circumstances to our Father in Washington, that no injustice may be done to any of our people through us.

We are, respectfully, your obedient servants,

ISH TO HO TO PA (his x mark).  
ISAAC ALBERSON (his x mark).  
GEORGE COLBERT (his x mark).  
JAMES COLBERT (his x mark).

ALEXANDER HENKY.

JOSEPH DUKES.

JAMES DOLLARHIDE.

D. M. OVERTON.

(Here follows list of reserves.)

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CHOCTAW AGENCY, *June 24, 1838.*

We, the undersigned chiefs and captains of the Choctaw Nation, residing west of the Mississippi, do hereby certify that the following-named persons, claiming reservations under the articles of treaty made and concluded at Washington on the 24th day of May, 1834, between the United States and the Chickasaw tribe of Indians, are Chickasaws, and that they emigrated and have resided with us for a number of years.

THOMAS LEELOVE,  
*Chief of the Red River District.*  
CAPT. OKE CHE AH.  
JOHN GARLAND,  
*Judge of the Red River District.*  
JOHN MCKINNEY,  
*Chief of Arkansas District.*  
NIT TUCK A CHA,  
*Chief of Kia-Mish District.*  
CAPT. SU SER LUK TEE.  
CAPT. NOOCHE FELLAH.

JOSEPH DUKES.

JAMES DOLLARHIDE.

DAN M. OVERTON.

(Here follows a list of reserves.)

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CHOCTAW NATION WEST, *May 8, 1838.*

Col. BENJAMIN REYNOLDS.

DEAR SIR: We, the chiefs and commissioners of the Chickasaw tribe of Indians, after minute examination and satisfactory proof having been produced, have come to the firm conclusion that there are many of our people that have removed west of the Mississippi River without having had the benefit of the treaty made between our nation and the United States. We therefore certify that the following names are of our tribe, and request that you (the agent of our people) have their names enrolled, so that they get equal justice and the rights that are guaranteed to them. The names are as follows. (Here follows list.)

Respectfully, yours,

Witness our hands and seals.

JAMES COLBERT (his x mark). [SEAL.]  
ISAAC ALBERTSON (his x mark). [SEAL.]  
GEORGE COLBERT (his x mark). [SEAL.]

Test—

P. P. PITCHLYN.

THOMAS MCKENNEY.

BENJ. CLEMENTS.

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CHICKASAW NATION, MISSISSIPPI, *June 7, 1838.*

SIR: From the evidence brought before us, and on examination of the same, we, the chiefs and commissioners of the Chickasaw Nation, wish you to have the above-named enrolled, so that they may be located and receive equal justice and the rights

that are guaranteed to them by the treaty made between our nation and the United States.

Respectfully, yours,  
Given under our hands and seals.

BENJ. LOVE. [SEAL.]  
ISH TO HO TO FA (his x mark). [SEAL.]  
HENRY LOVE. [SEAL.]

JOHN L. MIZER.

(Here follows list of reservees.)

MEMPHIS, TENN., May 4, 1839.

SIR: I have the honor to transmit to you for your examination and for the examination of the President of the United States an original roll of the Chickasaw Indians who emigrated West some time since, who are entitled to land under the treaty. The roll, you will discover, is signed by all the commissioners who are West. I presume they have examined the claims strictly, and are perfectly satisfied with the justness of their claims. I send also proofs from the Choctaw chiefs, captains, and judges that these claimants are Chickasaws. All of these papers I received this day, and hasten to lay them before you for prompt action, as I know it is very important for the business to be closed as soon as possible on this side of the river that I may be able to go West. I have kept copies of the petition and roll, etc.

A. M. M. UPSHAW, C. A.

Hon. T. H. CRAWFORD,

*Commissioner of Indian Affairs, Washington, D. C.*

By the official records it is shown that by reason of the steps taken by the Chickasaw king and the other commissioners, and the proofs submitted as to the identity of these Indians, who, it is claimed, were in fact Chickasaws, 524 of them were duly enrolled as reservees and permitted to make locations of lands under the fifth and sixth articles of the treaty of 1834. Nearly all these locations were made late in the year 1838, a few being made in the early part of 1839.

In every essential particular the enrollment of these Indians and the subsequent selections of lands under the treaty appear upon the face of the records as fully meeting all the requirement of both treaties. Nothing appears anywhere impeaching the validity of these enrollments and reservations. Claimant now alleges that in the year 1839 he bought from 149 of these reservees 194 sections, or 124,160 acres of land, paying therefor 10 shillings per acre, or an aggregate of \$155,200.

The conveyances taken by Ayres from the Indians appear all of them to have contained a full covenant for title and agreement to defend the same, etc., and were duly executed and witnessed. Each deed also had indorsed thereon the certificate of two of the Chickasaw commissioners, as required by section 4 of the treaty. The following is the form of the certificate:

We, Ish to ho to pa and James Colbert, being authorized thereto by the fourth article of the treaty between the United States and the Chickasaw Indians of the 24th of May, 1834, do certify that the above-named Mo nah tubby is capable to manage and take care of his own affairs.

Given under our hands the 10th day of June, 1839.

Signed and witnessed.

There were in all 150 deeds delivered to Ayres, to 21 of which, in addition to the certificates of the two commissioners, there was also affixed the certificate of the Indian agent in form following:

I, A. M. M. Upshaw, agent for the Chickasaw Nation of Indians, do hereby certify the above certificate of capacity is true to the best of my knowledge and information, and further, that the sum of ——— dollars, the consideration of above conveyance, is in my opinion a fair consideration for the premises, and has been paid.

A. M. M. UPSHAW, C. A.

NEAR FORT TOWSON, March 10, 1840.

The failure to secure the Indian agent's certificate to the balance of the deeds and the approval of the President is accounted for as follows:

Sometime in 1811, nearly, if not quite, three years after the said Indians had been enrolled and made reservations, doubts were expressed as to the good faith of some of the reservees or "that fraud might exist in the claims." Somewhere and by someone doubt had been expressed as to the nationality of these late reservees who were found residing with the Choctaws west of the Mississippi, and whether or not they were entitled to the benefits conferred by the treaties of 1832 and 1834. The result of the doubts cast upon the legality of the enrollments of these Indians as Chickasaws and their reservation was a recommendation by the Commissioner of Indian Affairs

that the matter of the enrollments and locations be referred to the Chickasaw commissioners, whose duty it was to see to the proper enrollments of their people and to investigate the question of the alleged fraudulent enrollments and reservations.

Acting upon this recommendation, the Secretary of War, on the 4th day of May, 1841, made the following order:

"The recommendation of the Commissioner of Indian Affairs that the list of unconfirmed locations be sent to the committee provided for in the fourth article of the treaty of 1834 with that tribe for their revision, as requested by them, is approved. The locations of which they may approve can not, however, be sanctioned in advance. The revision and correction of the list by the committee, assisted by Major Armstrong, the acting superintendent, must first take place. The Department will then consider the propriety of confirming the cases which they have approved, and will do what may appear right and proper therein.

"J. BELL.

"DEPARTMENT OF WAR, May 4, 1841."

The claim of authority of an order in terms empowering the commissioners to pass upon the question of vested rights was evidently based upon the assumption that, until the location made by the Indians had been formally approved, the title to the lands had not become vested, but was in the nature of an inchoate right; further, it appears that in December, 1834, the President of the United States, to carry the treaties into effect, had prescribed certain regulations, one of which was that the title to the selected tracts should not vest in the reservees until their locations had been approved by the President. It so happened that none of the locations in question in this matter (together with others) had at the date of the foregoing order been approved by the President, in consequence of which it was presumably taken for granted that the Chickasaw commissioners had a right to inquire into the validity of the same and pass upon the question of the proper enrollment of the reservees as Chickasaws, for upon that depended the right in the first instance to make a location.

No action was taken under the authority of the above order until October 26, 1842, nearly eighteen months thereafter, on which day a council was held at a place called Boggy Depot, claiming to act under authority of said order of the Secretary of War. The data relating to the history of the organization of this council and its method of procedure is very meager and unsatisfactory. The entire business of the so-called council was completed in one day. It appears that the roll of reservees was called, and as called the case was disposed of; and in view of the fact that 524 cases were disposed of in one day, all but 4 adversely to the reservees, it does not seem fair to assume that much consideration was given to any single case. There is an entire absence of data of any kind going to show that the reservees or their grantees had any notice of this council, and thus accorded an opportunity to be heard in support of their claims.

It appears from the records that this council was composed of the Indian agent, 2 out of the 7 commissioners named in the treaty, and 23 Chickasaw Indians. Their report, rejecting 520 reservations and approving 4, was received by the Commissioner of Indian Affairs March 1, 1843, and approved on the 3d of that month. All of the reservations thus declared irregular and void by this council were suspended and forever after treated as absolutely void. In this connection it is pertinent to call attention to the language of the order of the Secretary of War directing that this matter be referred for investigation. That order, in express terms, refers the matter "to the committee provided for in the fourth article of the treaty of 1834," etc. The committee referred to consisted at that time of the king and the 6 chiefs or headmen named in article 4. No such committee ever met at any time or any place; but, instead, 2 of the number met with 23 Indians and held a council.

By what right or authority the Indians composing this so-called council assumed to pass upon questions affecting the rights of those individuals who had been identified and enrolled as Chickasaws entitled to reserve lands under the treaty of 1834, does not appear. Certainly there is no provision, by implication or otherwise, in either treaty vesting such arbitrary power anywhere, not even in the committee named in article 4. Subsequent to the action of this council the Government, disregarding Ayres's claim of title to the lands in question, sold the same, except 39½ sections, which were relocated, to other Chickasaws under the treaty.

It becomes necessary, first of all, to inquire into and examine the proofs as to the identity of those Indians of whom Ayres claims to have purchased the lands mentioned. Were they, in fact, Chickasaws; and, if so, were they entitled to the benefits of the treaties? If the negative be established as to either of these propositions, there is no ground upon which the claim for relief can be based.

The official records in the office of the Commissioner of Indian Affairs before referred to afford proof that the 524 reservees, whose locations were passed upon at the "Boggy Depot council," were many of them Chickasaw Indians.

All these Indians were listed and enrolled as reservees at the special instance and request of the Chickasaws themselves, through the instrumentality of their king and the other commissioners named in the treaties.

Evidence was furnished sufficient to satisfy the Indian agent and the several officials of the Government that the names so enrolled were those of Chickasaw Indians entitled to participate in the benefits inuring under the treaty of 1834.

The locations of lands under the fifth and sixth articles of the treaty of 1834 were made, and appear upon the face of the records regular, and seem to have been by all so regarded, until something over two years thereafter complaint was made or fears expressed by certain Chickasaws that locations were being made by Indians under the treaties who were not in fact Chickasaws, and which a year and a half after such complaint resulted in the Boggy Depot council, held October 26, 1842. Attention will be called to this council further on, but let it be said here that it is considered that the work of that council can not be conclusively held to have had the effect of setting aside the deliberate action previously taken of listing and enrolling the said Indians as Chickasaws. Aside from the report made by this council and the allegations contained in the brief of the attorney for the Chickasaw Nation, there is nothing impeaching the nationality of these Indian reservees as set up by them and certified by their own chiefs and head men, the commissioners. In the light of the facts as presented, the conclusion seems reasonable that the grantors of claimant were Chickasaw Indians, recognized as such by their own people and by the Government, and entitled to share equally with all others in the benefits to be derived under the treaty. Such was the interpretation of the terms of the treaty by the Commissioner of Indian Affairs and approved by the Secretary of the Interior. (Vide letter of Price, Commissioner of Indian Affairs, to Secretary Teller, under date April 19, 1882.)

As to the location of lands by the reservees, it must be assumed that what the treaties required to be done as a prerequisite to a valid location was done. It will not be assumed, in the absence of proof to the contrary, that officials charged with the performance of an important public duty disregarded the same and permitted reservations to be made upon imperfect and unsatisfactory proofs of identity, or that in other respects they did not do their whole duty. As said before, the records show full compliance with the terms of the treaties.

The Supreme Court of the United States in *Best v. Polk* (18 Wall., 112), which was a case involving the title of one of these very rejected locations, say:

"It would be a hard rule to hold that the reservees under this treaty (134), in case of contest, were required to prove not only that the locations were made by the proper officers, but that the conditions on which these officers were authorized to act had been observed by them. Such a rule would impose a burden upon the reservees not contemplated by the treaty."

The effect of this decision is, that so long as the record of the enrolling and subsequent locations show a compliance with the requirements of the law, and rights have become vested thereunder, that the same is conclusive of the regularity of all steps taken prior to the location, and if the location itself was regular, it is conclusive. In other words, the title acquired by the Indian was the same as though he had taken a patent under a cash or homestead entry on land subject to sale. Nothing has been shown having the slightest tendency to impeach the regularity of the locations or the good faith of the officials in charge of the Land Office. It must therefore be assumed that the locations were regular and valid.

The conclusion having been arrived at that the grantors of Ayres were Chickasaw Indians entitled to enrollment as such and to make selections of land under the fifth and sixth articles of the treaty of 1834, and the same being regular, it is next in order to inquire as to the nature of the title or right which each individual Indian took under his location and what effect, if any, the regulations prescribed by the President of the United States for carrying out the provisions of the treaty had upon the right of alienation by the Indians. The United States, by right of conquest, may have owned the lands occupied by the Chickasaw Nation, and by reason of superior force might have been able to dispossess the Indians of their country, but morally and equitably the title to the territory in question was in the Chickasaw Nation, and by the treaties of 1832 and 1834 the legal title was, by the United States, recognized to be in that nation. At the time of the treaties, and long prior thereto, the Chickasaws were discontented by reason of their surroundings, and believing that if they could sell their country to the United States they could find in the West more desirable homes, began negotiations with the United States which resulted in the treaty of Pontotoc in the year 1832. The preamble of the treaty is of itself a recognition of the title of the Indians. Under this treaty the United States agreed to pay over to the Chickasaw Nation all the money realized from the sale of their country, less the expenses attending the same, being in reality a trustee. By articles 5 and 6 of the amendatory treaty of 1834 the absolute title in fee to all lands so located was vested in the reservee, according to the allotments therein provided for.

Mr. Justice Davis, in the case of *Best v. Polk* hereinbefore cited, says, respecting the construction of the treaties of 1832 and 1834, that—

"In order to carry out in good faith Indian treaties, effect must be given to the

intention of the parties to them; and from the different provisions of the treaties which are applicable to this case no well-founded doubt can exist of the proper construction to give the sixth article (of treaty of 1834). The cession in the first treaty contemplated the utter abandonment of the lands by the Indians. This treaty did not prove satisfactory, and the Indians asked and the United States conceded to them a limited quantity of land for a permanent home. This object could not be obtained if it were meant to give only an equitable title to the Indians. Such a title would soon become complicated by the encroachments of the white race; and that the Indians supposed that they were providing for a good title to their reservations is manifest enough, because they declare in the second treaty that they wished to have the management of their affairs in their own hands."

Again Justice Davis says:

"The United States willingly consented to re-cede to the Indians enough lands for their wants. Can it be doubted that it was the intention of both parties to the treaty to clothe the reservees with the full title?"

The conclusion of the judgment of the court in the case is that the treaty of 1834, by force of its own provisions, conveyed the title to the Indians and was nothing more or less than a grant. The case cited was one involving the title of an Indian Chickasaw reservee under the sixth article of the treaty of 1834, whose location had been rejected by the Boggy Depot council. Best, the plaintiff in error, was the immediate grantee of the Indian reservee. Polk's grantor took title by patent from the United States, and the action was ejectment.

The case must be accepted as conclusive as to the proper construction of the treaties and that the one of 1834 operated to vest a perfect and complete title to the lands selected in the Indians. It also sets at rest all questions touching the proper enrollment of the reservees and the regularity of their locations. It is proper to add that the supreme court of Mississippi had previous to this case given the treaties the same interpretation as did the Supreme Court of the United States. It now follows that the treaty of 1834, being in reality a grant in all respects complete and absolute, all that remained to be done in order to segregate any parcel of land and vest the title in fee simple absolute in the individual was to identify the same by selection and proper location. This step taken, the individual Indian became at once vested of a title only to be questioned in a court of competent jurisdiction by proper action at law or in equity.

The council of Boggy Depot assumed to pass upon such a title, declaring some reservees not Chickasaws, some improperly enrolled, and others not entitled to the benefits of the treaties by reason of having preceded their tribe in their removal west of the Mississippi. The Indian Department sanctioned the action of this council in rejecting 520 locations, and forever after ignored the claims of Indians or their grantees to the lands located.

It seems that the grantors of Ayres were vested with the title to their locations, and that Executive and departmental orders and regulations restricting the right of alienation were in conflict with the exact terms and spirit of the treaties, and must therefore be considered an unauthorized assumption of authority.

In this case the Government had no right to sell the lands from which the money was derived. The Supreme Court has so held (11 Stat. L., p. 514). The title to all of the lands in question had passed from the Government more than three years prior to any sales.

Under these circumstances the committee believe that the proceeds of the sale of these lands should be paid to the legal representatives of Eli Ayres. They therefore report favorably the amendment proposed by Senator Pettigrew, amend by striking out the words "one hundred and fifty-five thousand two hundred," and inserting "fifty-eight thousand one hundred and fifty-eight dollars and forty-six cents."

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DOCUMENTARY EVIDENCE TO BE USED IN CONNECTION WITH SENATE BILL NO. 918 AND HOUSE BILL NO. 2997, FIFTIETH CONGRESS, FIRST SESSION, FOR THE RELIEF OF ELI AYRES.

APRIL 28, 1882.

Hon. THOS. B. REED,

*Ch'm'n Committee on the Judiciary, House of Representatives.*

SIR: I have the honor to acknowledge the receipt of your communication of 22 ult., inclosing copy of H. R. 5176, entitled, "A bill to quiet land titles in the State of Mississippi," for any information which will enable the Committee on the Judiciary to act understandingly on the same. The report of the Commissioner of Indian Affairs of the 19th instant, together with the former report from the same office of 12th of April, 1841 (copies of both herewith transmitted), contain a full history of the claim of Eli Ayres, for whose relief the proposed law is specially intended.

The treaty between the United States and the Chickasaw Nation of Indians made on the 24th day of May, 1834, reserved to each Chickasaw Indian certain lands, which, after location, were under certain conditions empowered to alienate. Locations were made and concluded under the treaty by nearly two thousand of the Indians.

In the process of further locations the question of fraud was suggested, in that persons other than Chickasaw Indians were locating lands under the treaty. Such further locations appear to have proceeded regularly under the provisions of the treaty. An investigation, however, was ordered, and resulted in the rejection by the War Department, then having charge of the Indian affairs, of five hundred and twenty of the locations made, on the ground that the locators were not Chickasaw Indians.

After these attempted locations, and before their rejection by the War Department, Eli Ayres claims to have purchased the lands from a portion of these five hundred and twenty reserves, receiving deeds therefor, in some wholly and in others partially complying with the treaty requirements as to deeds of alienation by the reserves, except that to none of them was the necessary approval of the President secured. The Department, having rejected the locations, has uniformly declined to submit the incomplete deeds to the President for approval, though often requested so to do.

The United States otherwise disposed of the lands covered by the rejected locations in accordance with the treaty stipulations. The title to the lands has, however, been held not to be in the persons to whom the United States attempted to patent them subsequently in several cases tried in the courts, on the ground that the Government, having granted the lands, had no title to convey. The grant made was to the Chickasaw Indians.

The force of the decisions would therefore seem to place the title in the rejected reserves from whom Ayres holds title. Congress in one case, and the Department in another, have reimbursed to the subsequent patentees the sums paid for the defective patents. Nothing appears of record or in the papers connecting Eli Ayres with the charges of attempted frauds on which the locations were rejected, nor is anything found showing want of exercise of ordinary prudence or caution on his part in the transactions. The facts in the case, so far as they are known here, seem to warrant the opinion that Eli Ayres is equally entitled to proper relief. As, however, the full extent of the loss sustained by him is not shown by the incomplete papers in the case submitted for the action of this Department, it is not known whether the provisions of the proposed act which measure the amount to be paid are reasonable or otherwise.

The amount to be paid should not, in my opinion, exceed the amount that the claimant satisfactorily shows was paid by him on the attempted purchases, with probably the addition of such interest on that amount, if any, as Congress may decide to be proper and just. The proceeds received by the Government for the subsequent sale of the lands were required by the treaty to be placed to the credit of the Chickasaw trust fund. The papers indicate that this requirement has been complied with. It does not, therefore, seem unreasonable or wanting in justice to the Chickasaw Indians that the amount necessary to meet the loss sustained by Eli Ayres should be charged against the Chickasaw trust fund.

The petition of Eli Ayres and its inclosures are also herewith transmitted.

Very respectfully,

H. M. TELLER, *Secretary.*

1 package inclosed.

A true copy furnished by direction of the Assistant Attorney-General.

R. V. BELT, *Chief Indian Division.*

DEPARTMENT OF THE INTERIOR,  
October 18, 1882.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, April 19, 1882.

The honorable the SECRETARY OF THE INTERIOR.

SIR: I have the honor to acknowledge the receipt, by Department reference for report, of a communication from Hon. Thos. B. Reed, chairman of the Committee on the Judiciary, House of Representatives, in which he encloses House bill No. 5176, "to quiet land titles in the State of Mississippi," and requests such information as will enable the committee to act understandingly upon the bill.

The preamble of the bill recites that Eli Ayres purchased, paid for, and took proper deeds to certain lands in the State of Mississippi of and from certain Chickasaw

Indians, to whom the same were reserved, and in whose names the same had been located in accordance with the provisions of the treaty between the United States and the Chickasaw Indians concluded May 24, 1834 (Stat. 7, 451); that said deeds were not approved by the President of the United States, as required by said treaty, and that the lands have since been improperly located by other claimants, or sold and patented to other persons, and the proceeds thereof erroneously mixed with and credited to the trust fund provided by said treaty for the Chickasaw Nation, and that the said Ayres is willing to accept, in lieu of said lands, the sums of money for which the United States sold his lands, and interest thereon at the average rate at which the same has been invested since the said sales, and to accept for all of the said land located by other claimants the sum of \$1.25 per acre, the same to be in full satisfaction of all claims on account of said land.

Section one of the bill authorizes and directs the Secretary of the Treasury to ascertain the several sums for which said lands were sold by the United States, together with the accrued interest thereon; and that he also ascertain the quantity of said land located by other claimants and estimate the same at \$1.25 per acre, and to pay over the several sums so ascertained to the said Eli Ayres out of any moneys or funds held by the United States for the benefit of the Chickasaw Nation of Indians, which sum, when so paid, shall be in full of all claims on account of said lands.

Section two provides that, for the purposes of the act, it is made the duty of the Secretary of the Interior to furnish to the Secretary of the Treasury all needful information and data in his Department relating to said lands, to facilitate the due execution of the act.

It further provides that if it shall appear that the said trust fund is invested in bonds or other securities, then the Secretary of the Treasury shall realize the money thereon in the mode prescribed by section 2363 of the Revised Statutes.

The history of and facts connected with the claim of Eli Ayres are fully set forth in office report of April 26, 1876, and are briefly as follows:

The 4th article of the Chickasaw Treaty of 1832 (7 Stat., 382) provided that every family in the Chickasaw Nation might select a comfortable home from the lands then occupied by them in the event of failure to obtain a country upon which they might be settled west of the Mississippi River.

It also provided the manner of making the allotments of these homes to the said Indians. Article 14 of the same treaty (page 385) authorized and directed the chiefs, with the advice and assistance of the aged, to cause a correct list to be made of all tracts reserved for the residences of these Indians, which list was to show the precise tract belonging to each person, and was to be returned to the register of the land office, who was required to make a record of the same to prevent the offering of any of said tracts for sale, and also as evidence of each person's land.

Before any action was had under the provisions of this article another treaty was made with these Indians at Washington, May 21, 1831, the 4th article of which (7 Stat., 451) provided that the reservations thereafter mentioned should not be sold or otherwise disposed of unless it appeared by the certificate of at least two of the seven persons therein named that the party owning the same was capable of managing his own affairs, which fact was to be certified by the agent, and, furthermore, that a fair consideration had been paid, and thereupon the deed of conveyance was to be valid, provided the President of the United States or some person designated by him should approve the same and endorse it on the deed.

By the 5th article of the treaty of 1831 the 4th article of the treaty of 1832 was so changed that the reservations were granted in fee to heads of families. The 6th article of the treaty of 1831 also provided for reservations for persons not heads of families, a list of whom, within a reasonable time, was to be made out by the seven persons named in the 4th article of the same treaty and filed with the agent, upon whose certificate of its believed accuracy the register and receiver were to cause said reservations to be located upon lands fit for cultivation. The persons thus entitled under this article were to be subject to the conditions and restrictions as to sale, &c., set forth in the 4th article of the treaty of 1831.

It will be seen that the reservations under the 6th article of the last treaty were required to be listed by the persons named in the 4th article; but the reservations under the 5th article were not subject to such requirements, although the 11th article of the treaty of 1832 required a list to be made by the chiefs, with the advice and assistance of the agent.

Regulations approved by the President December 22, 1831, were issued to the Indian agent prescribing the mode of executing certain duties required to carry these treaty stipulations into effect, the 1st paragraph of which is as follows: "A list will be prepared by the persons named in the 4th article of said treaty of 1831, or any three of them, and by the agent, containing the names of all the heads of families, being Indians or having Indian families, and entitled to land under the 5th article of said treaty."

The 14th paragraph provided that lists of all the locations except those under the 8th article should be transmitted without delay by the register and receiver to the

General Land Office; but no location under any of the articles of said treaty was to be considered as final or as conferring any right whatever until the same was approved by the President of the United States.

Lists of those considered entitled were made out by the seven persons authorized, with the agent's certificate of its "believed accuracy" endorsed thereon, and filed with the register and receiver, as required by the 6th article of the treaty of 1834, and copies of these lists are filed in this office.

The number under the 5th article had reached 1,568 and under the 6th article 802 when a question arose whether the seven persons were not certifying to names not of Chickasaw descent; and upon petition of certain members of the tribe the list was forwarded to William Armstrong, Acting Superintendent of Indian Affairs, on the 16th of June, 1841, with instructions to submit the same to the *Chickasaw commissioners* for their rejection or approval. Of these locations 1,251 under the 5th article and 593 under the 6th had been approved by the Department and reported to this office from the General Land Office when the Department issued instructions to the latter to suspend any further action until the decision of the commissioners was received and acted upon. The manner in which these 524 reservations, in addition to the number approved by the Department, were made and the causes that led to their suspension is fully set forth in office report of April 12, 1841. (Copy inclosed.)

It appears that on the 8th of April, 1838, three of the commissioners named in the 4th article of the treaty of 1834, residing in Mississippi, submitted a list of twenty-three families and two single persons who, they stated, were clearly Chickasaws, and asked that they be enrolled and locations prepared for them, so that justice might be done to each individual Indian belonging to their nation.

On the 8th of May, 1838, two of the commissioners, and James Colbert, residing west of the Mississippi, addressed a communication to the Chickasaw agent, in which they stated that after minute examination and satisfactory proof having been produced, they had come to the firm conclusion that there were many of their people that had removed west of the Mississippi without having had the benefit of the treaty. They submitted a list of 45 persons under the 5th, and 13 under the 6th article, whom they certified to be of their tribe, and requested the agent to enroll them that they might get equal justice.

Three of the commissioners residing in Mississippi approved this list on the 7th of June, 1838.

On the 24th of June, 1838, a list of 69 persons under the 5th article and 28 under the 6th was certified by three of the commissioners residing west. Certain of the chiefs and captains of the Choctaw Nation also certified that those persons were Chickasaws.

The foregoing original lists and certificates are on file in this office. (It is stated in office report of April 26, 1876, that all of these lists are on file, but the remainder have not been found in connection with this report.)

Informal inquiry at the General Land Office also elicits the information that reservations were located to the number of 524 by the register, and receiver, and the lists transmitted to this office.

It is presumed, therefore, that the necessary preliminary requirements had been complied with. This also appears from office report of April 12, 1841, which says:

"The claimants are identified and proved by the Chickasaw king, chiefs, and commissioners to be Chickasaw Indians, and under their decision and that of their agent locations have been made for them."

The submission of the lists to the commissioners for investigation was made in view of the fact that "one or more of said chiefs" had suggested that fraud might exist in the claims, and requested that the lists might be submitted to them for examination.

On the 26th of October, 1842, a council of Chickasaws was held at Boggy depot, a report of the proceedings of which was submitted to the Secretary of War on the 1st day of March, 1843, with office report, and was returned on the 3rd of March, 1843, with his decision thereon, viz:

"In the matter of certain claimants to reservations under the treaties of Pontotoc and Washington, representing themselves to be Chickasaws, the lists of their names having been transmitted to the committee, as provided in the 4th article of that treaty, for examination, they have reported against the claimants that, excepting a few (4) named, they are not Chickasaws entitled to reservations; and this report is concurred in by the agent and superintendent, who represents the circumstances under which the decision of the committee was made to have been peculiarly favorable to a full and fair investigation. Without now saying that this report, under the provisions of the treaty, is conclusive, although I am very much inclined to that opinion, yet it commands the highest confidence.

"The interests of the State of Mississippi requires that this question, which has been so long depending, should be settled, and the large tracts of land necessary to meet these claims should be relieved from this contingent incumbrance, or that it should be made final.



"As there is no probability that a more full and satisfactory investigation can be had under all the circumstances, the report of the committee aforesaid, concurred in by the Indian agent, is approved. The claims recommended by them are admitted and those disallowed by them are rejected."

This decision of the Secretary of War has controlled all subsequent action of the Department respecting these reservations.

From the original report on file in this office it appears that the investigation, upon the report of which the above action of the War Department was based, was not made by the commissioners named in the treaty, but "by a council Chickasaws." The report is signed by twenty-five persons, two of whom are among the commissioners named in the treaty.

It is alleged that Eli Ayres purchased from the reservees whose locations were thus rejected certain lands in the year 1839.

He claims that he took proper deeds, executed by the reservees and attested by two subscribing witnesses, and all properly certified by two of the seven persons named in the 4th article of the treaty, in the manner required by the said article; also, that a portion of said deeds were certified by the agent, as required, and that those not certified by the agent have a separate receipt for the amount paid, and the receipt is attested and approved (?) by the same witnesses who attested and proved the due execution of the deeds. He also claims that under the action of the Department heretofore recited those deeds were suspended in their incomplete condition, one class certified by the commissioners and the agent, the other class only certified by the commissioners, and none of them approved by the President.

Efforts have been made in behalf of Mr. Ayres at various times, both before the Departments to secure the approval of the deeds, and in the courts to secure the lands. Two deeds having been submitted to this office (one of each class) with the request for approval, it was recommended in office report of April 26, 1876, before referred to, that the deeds bearing the certificate of the agent be submitted to the President, with recommendation that the same receive his approval. The other deed, in view of the lack of the agent's certificate, was not recommended for approval, unless the omission should be deemed immaterial by the Department.

On the 18th of March, 1878, the Department declined to recommend that either of the deeds receive the approval of the President.

An attempt has since been made to secure a reversal of this decision upon alleged new evidence, but in office report of June 7, 1881, I expressed the opinion that the proper way for the petitioner to seek relief is by renewed appeal to Congress. The deeds remain unapproved. The history of the case in the courts appears to be as follows:

Mr. Ayres, being unable to sue in ejectment, his deeds being void until approved by the President, procured a power of attorney from one of the vendors and brought suit to test the Indian title. The title was affirmed in two cases. (See *Wray v. Doe*, 10 S. and M., 461, and *Harden v. Doe*, 27 Miss., 567.) In 1873 a case involving the Indian title (*Best v. Polk*) was decided in the Supreme Court of the United States, in which the title derived from the Indian reserve was sustained. (18 Wal., 112.)

It is true that the fact that the Indian was a Chickasaw and entitled to the benefit of the treaty was not questioned, but it is also true that the Indian was Bah-o-noh-tubby, whose name is No. 776 on the list submitted to the commissioners June 16, 1841, who was decided by the council not to be a Chickasaw, and whose reservation was set aside as having been fraudulently made.

From the various reports and papers on file, there appears to be no reasonable doubt that certain lands were purchased in good faith by Mr. Ayres, and that he paid a valuable consideration therefor.

It is true that the deeds taken by him required the approval of the President and that he acquired no legal title until such approval was given. It was necessary, however, that he should pay the purchase money before he could obtain such approval, and the reservations being properly located, as shown by the local land office, and the deeds being in regular form, as required by the treaty, he would seem to be justified in regarding such an approval as a matter of course.

The various reports and decisions upon this matter seem to admit the equity of Mr. Ayres's claim, but hold that the executive departments have no authority to grant relief.

The report recommending the investigation of the lists alleged to be fraudulent, made in 1841, contained this exception: "Unless where a sale has been made by the Indian, when the Government will determine upon it as to right and equity may appear to belong."

As Mr. Ayres's purchases were made before this investigation was had, he would seem to be an innocent purchaser, whose rights it was intended should be protected. I do not see any objection to that part of the bill which provides that Mr. Ayres shall receive back the money which he actually paid, with interest, for lands which were afterwards resold, and what the bill proposes to pay him for lands afterwards located by other reservees—i. e., \$1.25 per acre.

The question then arises as to whether the amount involved should be taken from the Chickasaw trust fund, as provided in the bill, or whether it should be taken from the Treasury of the United States.

The amount derived from the sale of the lands after the reservations had been declared illegal has been placed to the credit of the Chickasaw trust fund.

I am concluded by the previous action of the Department from holding that these 524 reservations were properly located in the names of those reservees. The loss arising from the improper location would seem to belong to the party by whose fault or negligence it was caused.

As the commissioners named in the treaty and in the regulations made for carrying it into effect requested the locations to be made for the benefit of these Indians, whom they certified to be Chickasaws and entitled to the benefit of the treaty, this fault or negligence would appear to be chargeable to them. This action was never reconsidered by these commissioners, and it still stands as the action of the chiefs, authorized by the treaty (and the only parties so authorized) to decide such question.

The action of the agent in approving these selections was based upon the evidence of these chiefs, and there is no indication of neglect on his part. If the view were to be taken that the reservations were properly made and the reservees actually Chickasaws, it would follow that the reservations were the property of the vendors, and therefore the Chickasaw Nation could legally derive no benefit therefrom. In either case, then, I am of opinion that the amount should be taken from the trust fund, as provided in the bill.

As to the lands afterwards located by other claimants, if the original reservations had been properly made, the Chickasaw fund would be clearly chargeable, as two reservations would have been made on the same land, by which it would have resulted that an equal quantity would have been sold for the benefit of the nation.

If the reservations were illegal, however, no direct benefit has been received by the fund; still, as damage has resulted, I think the funds of the nation, through the fault of whose agent it occurred, should be chargeable therewith.

Upon this portion of the amount paid by Mr. Ayres the bill does not propose to allow interest. The first section of the bill appears to be very indefinite in the description of the lands for which Mr. Ayres is to be paid. I think the terms of the bill should limit the lands for which payments is to be made to such as were purchased by him of the 524 reservees, and for which he took deeds that the Department may consider proper and valid, and for which he paid a valuable consideration. This, no doubt, is the intention of the bill, but to render the meaning unmistakable I recommend the following amendments: In line 5, after the word "lands," insert "purchased by the said Eli Ayres of certain alleged Chickasaw Indians, and for which the said Ayres paid a valuable consideration and took proper and valid deeds therefor."

There is nothing on file in this office to indicate the quantity of land purchased by Mr. Ayres, or the amount which will be required to carry out the provisions of the bill.

I return herewith Mr. Reed's letter, with its inclosures, and inclose a copy of this, and of office report of April 12, 1841.

Very respectfully, your ob'd't servant,

H. PRICE, *Commissioner.*

OFFICE INDIAN AFFAIRS, *October 18, 1882.*

True copy.

H. PRICE,  
*Commissioner.*

STATE OF ARKANSAS,  
*County of Little River:*

J. S. Dollarhide, being duly sworn, says that, to the best of his recollection, in the year 1839, or thereabouts, he witnessed the execution of a number of deeds made by Chickasaw reservees to Eli Ayres under the treaty of May 24, 1834; that the land mentioned in the said deeds was paid for in every case, as set forth in the face of the deeds, and every Indian reservee giving his separate receipt for the amount paid him. I also witnessed those receipts, signing my name James S. Dollarhide, and sometimes signing my name James or Jas. Dollarhide, all of which was done in good faith and fairness, to the best of my knowledge and belief.

J. S. DOLLARHIDE.

Sworn to and subscribed before me, a duly commissioned and acting notary public in and for said county. In witness whereof I have hereunto set my hand and affixed the seal of my office this 17th day of June, 1878.

[SEAL.]

JOHN M. MCGILL,  
*Notary Public.*

THE STATE OF TEXAS,  
*County of Kaufman:*

Personally appeared before the undersigned authority Eli Ayres, to me well-known, who, being duly sworn, says upon oath that, to the best of his recollection, in the year 1839, or thereabouts, he purchased a number of sections of land, the Chickasaw reserves, under the treaty of May 24, 1834; that the land mentioned and described in each deed was paid for in every case, as set forth in the face of each deed, and every Indian reservee giving his separate receipt for the amount paid, and both deeds and receipts witnessed by Jos. Dukes and Jas. S. Dollarhide; that the Chickasaw reservees from whom he purchased were enrolled and located, as the books of the land office at Pontotoc, Miss., then showed, and that he had no knowledge of any irregularity in the enrolling and locating previous to his purchase of said land, and had no notice of the time and place of holding the council of October, 1842, at Boggy depot.

ELI AYRES.

Subscribed and sworn to before me this 26th day of June, A. D. 1880.

WAR DEPARTMENT, OFFICE INDIAN AFFAIRS,  
*April 12, 1841.*

Hon. JOHN BELL, *Secretary of War.*

SIR: I have the honor to report, in compliance with your direction, on the communication of J. Bryan and A. Iverson, esq'r's, of 6 ult., submitting for your consideration and action the claims of a number of Chickasaw Indians, who have been enrolled as reservees entitled to locations under the treaty between the United States and the Chickasaw Nation of Indians, made and concluded at the city of Washington on the 24th day of May, 1834.

The claims presented amount in number to 524—316 under 5th article and 208 under 6th article.

By the 1st art. of the treaty of Pontotoc (concluded 20th Oct., 1832, ratified 1st March, 1833) the Chickasaws ceded "for a consideration hereinafter expressed" to the United States all the lands which they own on the east side of the Mississippi River.

In the 2nd article the U. S. agrees to have the whole ceded part surveyed and prepared for sale, and then offered for sale at public auction.

The 3rd article provides that "as a full compensation to the Chickasaw Nation for the country thus ceded" the U. S. will pay over to the Chickasaws all the money arising from the sale of said land, after deducting the necessary expenses of sales, &c.

[SEAL.]

SEAMAN FIELD,  
*Justice of the Peace and ex off. Notary Public, Kaufman Co., Tex.*

The 4th art. stipulates that every family in the Chickasaw Nation are to select out of the surveys a comfortable settlement in the event of a failure of the effort to obtain a country to remove to the West; such settlement to be taken by sections and to be allotted as follows: "To a single man who is twenty-one years of age, one section; to each family of five and under that number, two sections; to each family of six and not exceeding ten, three sections, and to each family over ten in number, four sections; and to each family who own slaves there shall be allowed one section to those who own ten or upwards, and such as own under ten there shall be allowed half a section." And when they shall determine to remove from said tracts of land the Chickasaw Nation will notify the President of the United States of their determination to remove, and thereupon, as soon as the Chickasaw people shall remove, the President will proclaim the said reserved tract of land for sale at public auction, and at private sale, on the same terms and conditions as is provided for in the second article of this treaty, to sell the same, and the net proceeds thereof to be paid to the Chickasaw Nation.

The 11th art. provides that it shall be the duty of the chiefs, with the advice and assistance of the agent, to cause a correct list to be made out of all and every tract of land which shall be reserved for the use and benefit of the Chickasaw people for their residence, "which list will designate the entries of lands which are set apart for each family or individual in the nation, showing the precise tracts which shall belong to each and every one of them," which shall be returned to the register of the land office "to prevent him from offering any of said tracts of land for sale, and also as evidence of each person's land. All the residue of the lands will be offered by the President for sale."

Before any definite action was had by the Chickasaws or the U. S. in carrying into effect the provisions and stipulations of the article above referred to, intimations

were made to the Executive, as appears from the correspondence of this office, that the Chickasaws desired an amendment to the above treaty and that in relation to the reservations; and those intimations resulted in a treaty concluded at Washington, 24th May, 1834, and styled "Articles of convention and agreement proposed by the commissioners on the part of the United States in pursuance of the request made by the delegation representing the Chickasaw Nation of Indians, and which have been agreed to."

By the 4th art. of the last treaty "the Chickasaws desire to have within their own direction and control the means of taking care of themselves. Many of their people are quite competent to manage their own affairs, though some are not capable, and might be imposed upon by designing persons; it is, therefore, agreed that the reservations hereinafter admitted shall not be permitted to be sold, leased, or disposed of unless it appear by the certificate of at least two of the following persons, to wit, Ish-to-ho-to-pah the king, Linn Colbert, George Colbert, Martin Colbert, Isaac Alberson, Henry Love, and Benjamin Love, of which five have affixed their names to this treaty, that the party owning or claiming the same is capable to manage and take care of his own affairs, which fact, to the best of his knowledge and information, shall be certified by the agent; and furthermore, that a fair consideration has been paid; and thereupon the deed of conveyance shall be valid, provided the President of the United States, or such other person as he may designate, shall approve of the same, and endorse it on the deed; which said deed and approval shall be registered at the place and within the time required by the laws of the State in which the land may be situated; otherwise to be void."

By the 5 art. "it is agreed that the 4th article of the treaty of Pontotoc be so changed that the following reservations be granted in fee," then following the allotment to the heads of families, in regard of the number in each, and the Chickasaws not heads of families alluded to in 4th article above quoted.

The 6th article provides that a list of the latter description "shall be made out by the seven persons hereinbefore mentioned, and filed with the agent, upon whose certificate of its believed accuracy the register and receiver shall cause said reservations to be located upon lands fit for cultivation, but not to interfere with the settlement rights of others." Those provided under 6th art. are to be excluded from the estimated number contained in any family enumeration under the 5 art.

The 7th art. secures rights to reservations to those who have intermarried with Chickasaws and residents of the nation; and the 8th art. grants lands to males and females below the age of twenty-one years, whose father is dead, the mother again has married, or who have neither father nor mother, half a section of land each, to be located under the supervision of the Secretary of War.

The foregoing is a brief, but it is believed to be a correct, recital of those articles of the two treaties having special reference to the reservations.

To carry into effect those treaties, regulations were prescribed by President Jackson, and in one of them, that of December, 1834, the mode of locating the reserves is particularly pointed out, and the 4th article or subdivision thereof declares that the title to the selected tracts shall not be vested in the reservees until their locations shall have been approved by the President. It is presumed that that regulation or injunction has been one of the causes of the presentation to this Department of the claims now the subject of consideration, for I do not perceive that in any portion or part of either treaty authority has been reserved to the President to control the location of the reservations. This view is fortified by the 12th article, which declares "where any portion of the country is fully surveyed the President may order the same to be sold, but will allow six months from the date of the first sale, and three months' notice of any subsequent intended public sale, within which period of time those who can claim reservations in the offered ranges of country shall file their applications with the register and receiver, that the name of the owner or claimant of the same may be entered and marked on the general plat, &c."

These claims were submitted to this Dept. originally in 1838 and 1839, but action thereupon was held upon the ground that the list or census of the Chickasaws referred to by the 4th art. treaty 1832, and that required by regulations of December, 1834, had not been transmitted to this office—by which it was supposed that all the Chickasaws entitled to lands could be ascertained and identified.

But it has been represented to me by persons connected with the execution of those treaties that the census never was correctly taken, because of the wandering and erratic life of a great portion of the nation, and that as the Indians were found the agent would enter their names on his list and provide land accordingly, and that owing to the frequent use made thereof it has been completely "thumbed out," but that the lists transmitted from time to time to this office are substantially copies, &c.

The agent who transmitted lists of a portion of the claims in Octo., 1838, remarks: "Inclosed herewith are sheets 62 and '3, containing locations of reservations under 5 article of the treaty of May 24, 1834; also sheets 1, 2, 3, and 4, containing locations of reservations under 6th article of the same. I also inclose the testimony of the Chickasaws and Choctaw chiefs taken west of the Mississippi, and the two chiefs,

Henry and Benjamine Love (on this side), from which testimony I believed that it was my duty to admit them to be enrolled and located."

On 4 May, 1839, Col. Upshaw, the present Chickasaw agent, transmitted "an original roll of Chickasaw Indians who emigrated west some time since, who are entitled to land under the treaty."

The roll is signed by all of the commissioners who are West, and accompanied with proofs from the Choctaw chiefs, captains, and judges, that these claimants are Chickasaws.

The complainants emigrated to the West before the treaty of 1834 was concluded. Are they entitled to its provisions, if it shall be proved that they are Chickasaws?

1st. In reference to the proof in regard to the identity of the claimants as Chickasaws, Document No. 1, referred to by Messrs. B. and I., is dated 8th April, 1838, and signed by Benjamin Love, Henry Love, and Ish-to-ho-to-pah, the king, and represents as follows: "It appears to us whose names are hereunto subscribed as chiefs and commissioners for the Chickasaw tribe of red people that the following persons are clearly Chickasaws, and have not heretofore obtained or applied for reservations of land by virtue of and under the late treaty made at the city of Washington, 1834, between our people and the United States; that they may now be enrolled by our agent and locations proposed by their representatives equally to their number of family, so that entire justice may be done each individual Indian belonging to our said nation." Then follows the designation of the names, &c.

Other testimony submitted is of the following import: That after minute examination and satisfactory proof having been produced, the Chickasaw chiefs and commissioners have come to the firm conclusion that there are many of their people that have removed west of the Mississippi River without having had the benefit of the treaty, and certify that the names designated on the lists now presented are of their tribe, and request that the agent have their names enrolled, so that they get equal justice and the rights that are guaranteed to them; that since they, the commissioners aforesaid, have removed west of the Mississippi they have found a number of their people who are clearly entitled to their reserves under the treaty of 24th May, 1834, and who are not provided for, and a wish is expressed that they should participate in the benefits that others derived in the sale of their country, and a request made that they may be enrolled, and the circumstances stated to their Great Father at Washington, that no injustice may be done to any of their people.

The chiefs and captains of the Choctaw Nation designated a large number of the claimants as Chickasaws, and certify that they emigrated and have resided with them a number of years.

2nd. Are they entitled to its provisions?

Peter P. Pitchlyn, a prominent Choctaw, states that the fact that the members of one tribe or nation intermarrying and intermingling with a conterminous tribe or nation does not deprive the individuals of the rights, privileges, and immunities of citizens of their respective nations; that Chickasaws residing and intermarrying with or amongst the Choctaws have uniformly been held as enjoying all the rights of Chickasaw citizens, and Choctaws living among the Chickasaws have been allowed without dispute the benefits conferred generally upon their brethren under treaties with that tribe.

Mr. Pitchlyn states that he is personally acquainted with the fact that both before and since the emigration of the Choctaws there were a number of Chickasaws residing amongst them; some had married Choctaws and resided with them several years, and accompanied them west. Other Chickasaws who resided in the doubtful limits, in dispute between the two nations, also accompanied the Choctaws, and some who lived in the Chickasaw Nation proper went west and followed their friends and relations who resided among the Choctaws. Many of these persons were known to him to be Chickasaws, and recognized as such by the Choctaw chiefs and people. These are the people, he understands, are claiming reservations. He states also that these people removed in ignorance of their rights to land, and were found and recognized by John Ma Dish, John Perry, and Pitman Colbert, and others, who were sent west by the Chickasaw Nation, in 1837, to seek out a permanent home for their people, and were then and there told and informed of their rights to reservations.

Mr. P. states that it is within his own knowledge that some of the people who have gone west returned to the Chickasaw Nation east and obtained locations, and others who still remained west applied for and were allowed land. Mr. P. further states that he conversed several times with the Chickasaw chiefs upon the subject of these claims, and they uniformly spoke of them as good and valid, and expressed the hope that they would be allowed by the President.

Major Armstrong, acting superintendent of the Western Territory, states that he removed the Choctaws under the treaty of 1830, and knows that the line between them and the Chickasaws was nominal; that when the line was determined by the Government of the U. S. a considerable portion or slip of land fell on the Choctaw side that the Chickasaws expected would have been theirs, and that upon this strip a number of Chickasaw heads of families resided.

Major A. says that the Choctaws and Chickasaws spoke the same language, were always friendly, and had intermarriage with each other; and that in the Choctaw emigration he knew of many families of Chickasaws who had intermarried with the Choctaws removed west, and received land under the Chickasaw treaty.

Major A. was in the West when the Chickasaw delegation purchased land for their people from the Choctaws; at that time he saw a number of Chickasaws who had previously removed make application to the Chickasaw chiefs who were com'rs under the treaty for land, and their names were taken down and land was promised them.

Major A. further states that he knows nothing in relation to any particular claim, but that it is the wish of the chiefs west that all their people should participate in the benefits of the treaty; it is common among Indians that their people should enjoy such privileges.

A letter from the Hon. David Hubbard has been submitted, in which it is stated "that the chiefs and commissioners, for the purpose of making allotments of land under the treaty, did determine to give land to every Chickasaw west as well as eastward, on the principle that such Chickasaws who had gone off with the Choctaws being frequently connected had received nothing under the Choctaw treaties and were by them still considered as part of their people."

Mr. Hubbard states that he knows personally of the allowance of nearly forty sections of land to Western Chickasaws, and has never heard of the rejection of any claim on account of the claimant being a Western Chickasaw, *provided he was proven to be a Chickasaw* such as would have been entitled to land had he lived on the east side of the Mississippi.

The treaty itself, simply considered, would lead at least to doubt and hesitation whether the reservation rights were not intended to be confined to residents of the Chickasaw Nation in 1834, but taking the provisions of that instrument in connection with the evidence and the acts of the authorities of the nation these conclusions seem to follow:

1st. That it was the intention of the Chickasaw Nation that every Chickasaw should participate in the benefit intended to be conferred by the granting of reservations, and it is reasonable to infer that the idea of making these grants originated on the ground that similar provisions had been insisted in treaties made with the Creeks and Choctaws but a short time anterior to that with the Chickasaws.

The stipulation for reservations was an incentive, no doubt, to the negotiations of that treaty, the only interest that the United States had in negotiation with the Chickasaws on the terms prescribed by that instrument was to rid the States in which the Chickasaws resided of an Indian population.

2nd. That according to a well-settled and long-established rule of practice amongst the Chickasaw Indians, their brethren, wherever resident, are not considered as expatriated by such residence amongst other tribes, but are held and recognized as Chickasaws, and entitled at all times to return to their original people and claim all the rights, privileges, and immunities of Chickasaw Indians.

3rd. That this rule has been acted upon under the treaties of 1832 and 1834, and that many Chickasaw Indians who resided among the Choctaws at the date of said treaties, and who removed to the West with the Choctaws have actually been allowed reservations under said treaties by the commissioners and have enjoyed the full benefits thereof.

4th. That many of the present claimants are Chickasaw Indians who, prior to the treaty of 1834, had intermarried or otherwise mingled with the Choctaws, removed West along with the Choctaws.

5th. That altho' they resided among the Choctaws, they were distinctly marked and known as Chickasaws, and were always held and considered as belonging to the latter nation.

6th. That the claimants are identified and proved by the Chickasaw king, chiefs, and commissioners to be Chickasaw Indians, and under their decision and that of their agent, locations have been made for them.

One or more of the chiefs, through acting superintendent of the Western Territory, Major Wm. Armstrong, suggested that frauds may exist in the claims "made within the last year or two," and requested that lists of claimants may be submitted to them for examination. Under these circumstances, as the unreserved lands belong to the Chickasaw people, are to be sold for their common benefit, it is but reasonable and just that the proper authority of that nation should have opportunity of scrutinizing the lists of claimants before any final action upon them, that the good claims may be recognized and allowed and the fraudulent, if any, detected and rejected.

I therefore recommend that lists of the claimants referred to be made out and delivered to Major Armstrong, with instructions to submit the same to the Chickasaw commissioners, agreeably to their request, and that he be authorized and requested to aid them in the examinations of their correctness, and that those claims admitted by the Chickasaws be considered as valid and the locations made for the respective admitted claimants be regarded as approved, unless it be made to appear that they conflict with the paramount prior right of some other Indian, or that by some oversight

a purchaser from the United States may have fallen on the same land, in which case the Government to determine between them as in other contested titles; and that all claims or registers heretofore made of claims or locations of those embraced in the letter of Mr. Armstrong on behalf of the chiefs, dated 17th Octo., 1840 (of which a copy is hereto annexed), which shall be pronounced by the Chickasaw chiefs to be fraudulent shall be rejected, unless where a sale has been made by the Indian, when the Government will determine upon it as to right and equity may appear to belong.

Very respectfully,

T. H. C.

OFFICE OF INDIAN AFFAIRS,  
October 18, 1882.

I hereby certify that the foregoing is a true copy from the records of this office.

H. PRICE, *Commissioner*.

The recommendation of the *Commissioner of Indian Affairs*, that the list of unconfirmed *Chickasaw locations* be sent to the committee provided for in the 4th article of the *Treaty of 1834*, with that tribe, for their revision as requested by them is approved.

The locations of which they may approve, can not however be sanctioned in advance. The revision and correction of the lists by the committee, assisted by Major Armstrong, the acting superintendent, must first take place. The Department will then consider the propriety of confirming the cases which they have approved, and will do what may appear to be right and proper therein.

(S'g'd.)

S. BELL,  
*Department of War.*

MAY 4, 1841.

#### REPORT OF ORLANDO BROWN, COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

June 29, 1850.

SIR: I have the honor to report, in obedience to your directions on the argument of Charles Abert, esq., in favor of the approval by the President of the United States of two conveyances executed by reputed Chickasaw Indians to Eli Ayres for the tracts of land respectively claimed by them under the treaty of 1834. The accompanying papers exhibit all that has been done by this Department in relation to a class of claims embracing the two deeds now submitted, resulting in the rejection, first by the representatives of the Chickasaw Nation in council assembled, and second by the Secretary of War, who confirmed said proceedings. Mr. Aberts appears to be apprised of said rejection, but endeavors to sustain his client's desire on the ground that the action of the Indians in council, as also the approval of the same by the Department, was illegal, and that the courts of the State of Mississippi have decided in favor of the rights of the Indian reserves to the land in controversy.

Whatever the intrinsic merits of the demand for the approval of the deeds may be, I am precluded by the decision of the Department from entertaining the claims. I beg leave here, however, to call your attention to a very prominent fact indicated among the papers herewith sent, that notwithstanding the action of the judiciary of Mississippi in favor of the pretensions of Mr. Abert's side of the question, and of course adverse to the rights of the Chickasaw Nation, President Polk directed the Solicitor of the Treasury to adopt the necessary measures to defend the course pursued by the Government in the premises, and to bring the matter before the Supreme Court of the United States if such a recourse was requisite. Under this state of things, it is respectfully submitted whether any action shall now be had that shall have a tendency to disturb the decision and direction of the officers of the late administration.

Very respectfully, your obedient servant,

ORLANDO BROWN.

Hon. THOMAS EWING,  
*Secretary of the Interior.*

#### MO-NAH-TUBBY TO ELI AYRES.

[Sample deed—Certified by the commissioners and the agent.]

*Deed.*

This indenture, made this 27th day of May, in the year one thousand eight hundred and thirty-nine, between Mo-nah-tubby, of the Chickasaw Nation of Indians, of the first part, and Eli Ayres, of the second part, witnesseth:

That for and in consideration of sixteen hundred dollars, by the parties of the

second part to the party of the first part paid, he, the party of the first part, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the parties of the second part all his right, title, claim, and interest in and to those certain pieces or parcels of land known as two sections numbered nineteen (19) and thirty (30), township No. four (4) of range ten (10), west of the basis meridian, situate the said Chickasaw Nation, within the limits of the State of Mississippi, which has been allotted to the said party of the part as his reserve, by virtue of the provisions of a treaty entered into between the United States of America and the Chickasaw Nation of Indians, on the twenty-fourth day of May, one thousand eight hundred and thirty-four: To have and to hold the above granted and described premises, with the appurtenances, unto the parties of the second part, as joint tenants and not as tenants in common, and the survivor or survivors of them and their assigns and the assigns of such survivor and the heirs of such survivor forever. And the party of the first part doth hereby covenant for himself and his heirs, to and with the parties of the second part, and to and with those that may represent them, as above set forth, that he hath right to convey, and that the premises aforesaid are free from encumbrances, and that the title thereto he and his heirs will forever warrant and defend to them and their aforesaid representatives against the claims of all persons whatsoever.

In witness whereof the party of the first part hath hereunto affixed his seal the day and year above set forth.

MO-NAH-TUBBY (his x mark). [SEAL.]

Signed and delivered in the presence of—

J. S. DOLLARHIDE.

JOS. DUKES.

We, Ish-to-ho-to-pah and James Colbert, being authorized thereto by the 4th article of the treaty between the United States and the Chickasaw Indians, of the 24th of May, 1834, do certify that the above-named Mo-nah-tubby is capable to manage and take care of his own affairs.

Given under our hands the tenth day of June, 1839.

ISH-TO-HO-TO-PAH (his x mark).

JAMES COLBERT.

JAN. DOLLARHIDE.

JOS. DUKES.

I, A. M. M. Upshaw, agent for the Chickasaw Nation of Indians, do hereby certify that the above certificate of capacity is true, to the best of my knowledge and information; and, further, that the sum of sixteen hundred dollars, the consideration of above conveyance, is, in my opinion, a fair consideration for the premises, and has been paid.

A. M. M. UPSHAW, C. A.

NEAR FT. TAWSON, *March 10, 1840.*

THE STATE OF MISSISSIPPI,

*Pontotoc County:*

Personally appeared before me, Ben. C. Earle, clerk of the probate court of said county, the above-named James Dollarhide, one of the subscribing witnesses to the foregoing deed, who, being first duly sworn, deposeth and saith that he saw the above-named Mo-nah tubby sign, seal, and deliver the said deed to the above-named Eli Ayres; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Mo-nah-tubby, and that he saw the other subscribing witness, Jos. Dukes, sign the same in the presence of the said Mo-nah-tubby and in the presence of each other, on the day and year therein named.

Given under my hand and seal of said court, at office, this 27th day of November, A. D. 1852.

[SEAL.]

B. C. EARLE, *Clerk.*

THE STATE OF MISSISSIPPI,

*Tunica County:*

I, Samuel B. Caruthers, clerk of the probate court for the county aforesaid, do hereby certify that the foregoing deed has this day been duly recorded in my office, together with the certificates thereon, in deed-book C, on page 55 and 56.

Given under my hand and private seal, there being no public seal provided, this 13th day of April, 1841.

[SEAL.]

SAMUEL B. CARUTHERS, *Clerk.*



## PAH-KA-MO-BY TO ELI AYRES.

[Sample deed.—Certified by the commissioners *only*; not certified by the agent.]

*Deed.*

This indenture, made this 21st day of May, in the year one thousand eight hundred and thirty-nine, between Pah-ka-mo-by, of the Chickasaw Nation of Indians, of the first part, and Eli Ayres (in trust), of the second part, witnesseth:

That for and in consideration of sixteen hundred dollars, by the parties of the second part to the party of the first part paid, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the parties of the second part, all his right, title, claim, and interest in and to those certain pieces or parcels of land known as sections number two (2) and three (3) of township No. twenty-five (25), of range No. seven (7) east of the basis meridian, situate in said Chickasaw Nation, within the limits of the State of Mississippi, which has been allotted to the said party of the first part as his reserve, by virtue of the provisions of a treaty entered into between the United States of America and the said Chickasaw Nation of Indians, on the twenty-fourth day of May, one thousand eight hundred and thirty-four, to have and to hold the above granted and described premises, with the appurtenances, unto the parties of the second part, as joint tenants, and not as tenants in common, and the survivor or survivors of them and their assigns, and the assigns of such survivor, and the heirs of such survivor forever. And the party of the first part doth hereby covenant for himself and his heirs to and with the parties of the second part, and to and with those that may represent them as above set forth, that he hath right to convey, and that the premises aforesaid are free from incumbrance, and that the title thereto he and his heirs will forever warrant and defend, to them and their aforesaid representatives against the claim of all persons whatsoever.

In testimony whereof the party of the first part hath hereunto affixed his seal, the day and year above set forth.

PAH-KA-MO-BY (his x mark). [SEAL.]

Signed, sealed, and delivered in the presence of—

JAS. DOLLARHIDE.  
JOS. DUKES.

We, Isaac Albertson and James Colbert, being authorized thereto by the 4th article of the treaty between the United States and the Chickasaw Indians of the 24th of May, 1834, do certify that the above-named Pah-ka-mo-by is capable to manage and take care of his affairs.

Given under our hands the 21th day of May, 1839.

(Signed)

ISAAC ALBERTSON (his x mark).  
JAMES COLBERT.

JOS. DUKES.  
JAS. DOLLARHIDE.

I, Benjamin Reynolds, agent for the Chickasaw Nation of Indians, do hereby certify that the above certificate of capacity is true, to the best of my knowledge and information; and, further, that the sum ——— dollars, the consideration of the above conveyance, is, in my opinion, a fair consideration for the premises.

(Not signed.)

Received of Eli Ayres sixteen hundred dollars, in full for sect. 2 and 3 of township 25, range 7 east, the 21th day of May, 1839.

PAH-KA-MO-BY (his x mark).

Test:

JOS. DUKES.  
JAS. DOLLARHIDE.

THE STATE OF MISSISSIPPI,  
Pontotoc County:

Personally appeared before me, Ben. C. Earle, clerk of the probate court of said county, the above-named James Dollarhide, one of the subscribing witnesses to the foregoing deed, who, being first duly sworn, deposeth and saith that he saw the above-named Pah-ka-mo-by, whose name is subscribed thereto, sign, seal, and deliver the deed and receipt thereto attached to the above-named Eli Ayres; that this deponent subscribed his name as a witness thereto in the presence of the said Pah-ka-mo-by, and that he saw the other subscribing witness, Jos. Dukes, sign the same in the presence of the said Pah-ka-mo-by, and in the presence of each other, on the day and year therein named.

Given under my hand and the seal of said court, at office, this the 27th day of November, 1852.

[SEAL.]

B. C. EARLE, Clerk.

*A list of lands purchased by Eli Ayres in the year 1839 from certain Chickasaw Indians, under the treaty of May 24, 1834, showing the number of the reserve, name of the Indians, date of deed, number of lands, amount paid by Ayres, date of subsequent sale and patent by United States, price paid to United States, and if relocated, when, etc.*

Number of reserve.	Name of Indian.	Date of deed.	Number of land.			Paid by Ayres.	Article of treaty, &c.	When sold by United States.	Price paid.	If relocated, when.	Remarks.
			Sec.	Town.	Range.						
		1839.									
598	Um mo ni she tubby	May 10	33	10	7 W.	\$800	Sixth article treaty			Dec. 21, 1844	
600	Shah tim ah	June 23	16	4	4 E.	800	do	May 15, 1846	\$598.67		
602	Pec lec cha	May 6	14	8	4 W.	800	do	May 17, 1844	600.39		
604	Gibbert	June 17	16	7	5 W.	800	do	June 18, 1844	200.03		
605	Puss con cha	June 17	7	4	5 W.	800	do			Oct. 6, 1840	Only NE. $\frac{1}{4}$ sold (see this).
607	Westley	June 17	16	2	10 E.	800	do			Nov. 16, 1840	
608	Pah shah ka	June 16	16	4	6 E.	800	do	Feb. 11, 1846	219.54		
610	Im mo ho yea	June 16	2	10	8 W.	800	do	May 18, 1847	140.84		
611	James Carnes	June 16	16	11	1 W.	800	do	May 13, 1847	180.00		
613	Ish tah pah ka	June 16	11	10	6 W.	800	do	Aug. 18, 1848	239.54		
614	Ah to lah tubby	June 16	16	2	6 E.	800	do	Feb. 27, 1847	440.47		
616	Pish ah ho ka	June 16	20	25	7 E.	800	do	May 20, 1844	491.80		
617	She mah	May 10	33	24	8 E.	800	do	Feb. 9, 1846	460.00		
619	Ar tark lah	May 18	16	14	5 E.	800	do	Oct. 11, 1845	519.87		
622	Con shee tab	May 18	16	7	5 E.	800	do	Dec. 24, 1844	239.80		
623	Ah pah ho ta	May 8	16	5	4 E.	800	do	May 16, 1844	636.33		
625	To ho yea	May 7	16	3	4 E.	800	do	Jan. 3, 1846	759.15		
626	Bah no yea	May 7	16	7	4 E.	800	do	May 15, 1846	678.30		
628	Pah ha la cha	May 7	7	10	6 E.	800	do	Oct. 3, 1844	277.61		
629	E-ah ho to nah	May 7	8	10	7 W.	800	do	May 18, 1844	199.78		
631	Yo ka	May 6	23	16	3 E.	800	do	Dec. 17, 1844	371.68		
634	Phille mah	May 5	6	18	8 W.	800	do			Dec. 21, 1844	
635	Pah cha ma ke ty	May 4	*1	1	5 W.	800	do	Oct. 19, 1846	1,579.19		
637	Cun in tu wah	May 4	16	2	5 W.	800	do	May 17, 1844	1,355.08		
638	Chick a mah no wah	June 24	7	4	11 W.	800	do	May 18, 1846	323.74		
640	Che she ka ke ty	June 24	11	7	12 W.	800	do	Feb. 2, 1846	640.40		
641	Im mo no yea	June 24	10	7	12 W.	800	do	Dec. 8, 1845	641.60		
643	Te ah la na	June 24	22	7	12 W.	800	do	Dec. 8, 1845	444.38		
644	Wah tubby	June 23	9	7	12 W.	800	do	May 18, 1846	410.13		
646	Cho ho yea	June 23	21	24	8 E.	800	do	Jan. 14, 1847	319.88		
647	Ish tah ti yea	May 8	17	24	7 E.	800	do			Dec. 21, 1844	
649	Ish to ka che	May 8	17	4	11 W.	800	do	Sept. 8, 1846	319.04		
650	Oke lah in tah	May 8	23	4	11 W.	800	do	Nov. 12, 1846	320.32		
652	O pah ka to nah	May 8	35	4	10 W.	800	do	Nov. 12, 1846	299.50		
653	Tornu by	May 9	16	6	2 W.	800	do	May 18, 1846	218.50		
655	Low cow ye ah	May 9	16	9	2 E.	800	do	July 1, 1847	100.36		
659	We tubby	May 10	16	4	7 E.	800	do			Aug. 21, 1844	
660	Shah at yoh chubby	May 10	20	4	7 E.	800	do			Nov. 20, 1844	

Number of reserv.	Name of Indian.	Date of deed.	Number of land.			Paid by Ayres.	Article of treaty, &c.	When sold by United States.	Price paid.	If relocated, when.	Remarks.
			Sec.	Town.	Range.						
		1839.									
661	Ish to ka to.....	May 20	29	11	6 W.	\$800	Sixth article treaty.....	Dec. 21, 1844	\$356.04	↓	S. $\frac{1}{2}$ relocated Dec. 21,
662	To wah ka.....	May 18	19	11	6 W.	800	do.....	Dec. 21, 1844	↓	1844.	1844.
663	Che ho yea.....	June 6	21	10	6 W.	800	do.....	June 1, 1844	399.90	↓	$\frac{1}{2}$ sold and $\frac{1}{2}$ relocated.
664	Kom pah la to nah.....	May 12	26	4	9 W.	800	do.....	Aug. 21, 1844	↓	Aug. 21, 1844	
665	Pow ya haw ya.....	June 6	16	8	6 W.	800	do.....	Aug. 21, 1844	↓	Aug. 21, 1844	
666	Lu cuy.....	June 26	16	13	3 E.	800	do.....	May 14, 1844	680.44	↓	
667	Po ka.....	June 4	20	10	6 W.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
668	E yah how tubby.....	June 4	16	7	1 W.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
669	In tubby.....	June 11	3	3	10 W.	800	do.....	Sept. 15, 1846	680.17	↓	
670	Ah mah chubby.....	June 17	16	8	5 W.	800	do.....	May 25, 1846	398.35	↓	
671	Ish ta tah yea.....	June 14	15	2	9 W.	800	do.....	Nov. 16, 1810	↓	Nov. 16, 1810	
672	Po shem tubby.....	June 14	23	4	9 W.	800	do.....	June 6, 1845	↓	June 6, 1845	
673	In chah lah.....	May 25	16	5	6 W.	800	do.....	Dec. 14, 1846	↓	Dec. 14, 1846	
674	Sal.....	June 18	16	4	6 W.	800	do.....	Aug. 15, 1844	657.93	↓	
676	Marfield.....	May 25	16	4	3 E.	800	do.....	June 21, 1844	554.94	↓	
677	Mi ka cho.....	June 18	11	9	6 W.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
679	Ah na yah tubby.....	June 16	24	3	10 E.	800	do.....	May 15, 1846	627.65	↓	
680	Ho yah ti.....	May 26	16	10	7 E.	800	do.....	Dec. 14, 1846	↓	Dec. 14, 1846	
681	Pish ah ho ka.....	May 26	5	22	10 E.	800	do.....	May 14, 1844	403.77	↓	$\frac{1}{2}$ located Dec. 21, 1844.
682	Om ah po chy.....	June 9	24	9	5 W.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
683	Ah che lah tah.....	June 16	33	4	9 W.	800	do.....	May 18, 1844	298.60	↓	
684	E lah fah mah.....	June 20	36	4	9 W.	800	do.....	July 1, 1846	218.55	↓	
685	Tim in fah umby.....	May 23	31	14	1 W.	800	do.....	Nov. 23, 1845	717.00	↓	
686	Tam mul la cha.....	May 23	16	3	3 E.	800	do.....	May 14, 1847	241.18	↓	
687	Ah ka fal la.....	May 8	16	2	3 E.	800	do.....	Dec. 21, 1846	554.94	↓	
688	Pis tim ah ho wah.....	May 10	16	4	3 E.	800	do.....	Oct. 7, 1845	558.00	↓	
689	E lah fah ho ky.....	May 10	31	14	1 W.	800	do.....	Open.	↓	Open.	
690	Fah lah wa chy.....	May 10	23	9	5 W.	800	do.....	Apr. 3, 1848	139.65	↓	
691	Ulla ho ky.....	May 9	16	5	7 E.	800	do.....	May 15, 1846	560.22	↓	
692	Hith lah to chy.....	May 8	30	4	11 W.	800	do.....	Sept. 11, 1846	322.93	↓	
693	Ho chy.....	May 6	35	4	9 W.	800	do.....	Dec. 18, 1847	120.80	↓	
694	Coon cha hoon mah.....	May 6	33	14	1 E.	800	do.....	May 3, 1844	739.54	↓	
695	Ho vah to vah.....	May 4	4	22	10 E.	880	do.....	May 21, 1844	202.18	↓	$\frac{1}{2}$ located Dec. 21, 1844.
696	Yo nah.....	May 5	16	9	6 W.	800	do.....	Sept. 3, 1846	260.78	↓	
697	Yo ky.....	May 5	26	4	11 W.	800	do.....	Sept. 8, 1846	320.52	↓	
698	Sha lah.....	June 24	16	5	9 W.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
699	E ne ah by.....	May 24	3	22	10 E.	800	do.....	Dec. 21, 1844	↓	Dec. 21, 1844	
700	May tubby.....	June 15	13	10	6 W.	800	do.....	Sept. 2, 1847	240.04	↓	
702	Pe now tah.....	May 24	16	11	7 E.	800	do.....	May 15, 1844	935.29	↓	
704	In chaf fah tubby.....	June 17	16	7	8 W.	800	do.....	Dec. 24, 1848	319.04	↓	
705	Chee wah.....	May 14	25	10	3 W.	800	do.....	May 18, 1848	80.78	↓	

706	O ke pah	May 26	16	13	4 E.	800	do	May 15, 1846	420.42	
710	Mah tah cha	May 27	14	8	10 E.	800	do	Sept. 20, 1848	80.00	
711	Ah no bah chah	May 27	16	4	9 E.	800	do			Aug. 21, 1844
712	Samy	May 27	16	6	1 E.	800	do	May 17, 1844	601.47	$\frac{1}{2}$
713	Benj. Allen	May 28	16	9	1 E.	800	do	Nov. 10, 1846	220.47	
714	Peggy Conley	May 28	16	7	7 E.	800	do	May 15, 1846	520.16	
715	Arta Conley	May 28	16	8	7 E.	800	do	Mar. 20, 1847	319.36	
716	Robt. Hancock	May 28	16	9	7 E.	800	do	May 15, 1844	679.80	
717	Nat Graham	May 29	4	11	6 W.	800	do	May 3, 1847	499.25	
719	Ace Hancock	May 29	14	4	9 W.	800	do	Nov. 23, 1847	160.12	
720	Onah to hunby	June 2	16	10	8 E.	800	do	May 15, 1847	236.30	
721	In che thlah	June 4	17	21	11 E.	800	do	June 14, 1844	401.16	
725	Wah ka ho yea	June 11	16	11	1 E.	800	do	Nov. 20, 1846	180.00	$\frac{1}{2}$ open.
726	Wy o ka	June 12	4	21	11 E.	800	do	May 21, 1844	608.97	$\frac{1}{2}$ open.
727	Ah sho nah la	June 12	6	21	11 E.	800	do			All open.
728	Ah lah la tubby	June 21	5	23	8 E.	800	do			
729	Ish wah tubby	May 29	16	8	1 W.	800	do			
730	Tish o nah	May 10	35	11	8 W.	800	do	Feb. 2, 1848	241.00	
731	Ish tim ullah	May 9	16	8	8 E.	800	do	May 15, 1848	220.13	
732	No wah no nah	May 29	16	8	1 E.	800	do	May 13, 1847	139.79	
733	Ish tim no non che	June 8	8	4	12 W.	800	do			Nov. 22, 1844
735	Ho yah na	May 13	3	21	11 E.	800	do	May 21, 1847	156.75	
736	Ah far nar tim ah	June 21	4	4	11 W.	800	do	Nov. 12, 1846	319.54	
737	Stick o ya	May 26	6	8	10 W.	800	do	May 18, 1846	309.88	
739	Mary McIntosh	May 5	32	3	4 W.	800	do		377.13	Dec. 21, '44, $\frac{1}{2}$
745	Ah yeno nim ta	May 26	9	21	11 E.	800	do	June 6, 1845	799.25	
747	Ho yea	May 4	1	15	1 E.	800	do	June 5, 1846	602.86	
754	O kah pah ti	June 6	9	4	11 W.	800	Sixth article treaty, agent's certificate.	Nov. 12, 1846	159.76	
758	I. E ki ubby	June 7	25	7	12 W.	800	do	Apr. 21, 1847	79.68	
763	Shoon pah	May 25	28	6	12 W.	800	do	Aug. 1, 1845	137.35	
764	Tuska ar ker	May 25	18	7	10 W.	800	do	Jan. 10, 1846	99.60	
769	Lop pish	May 30	23	3	10 W.	800	do	Sept. 21, 1846	80.00	
776	Bah o nah tubby	June 17	23	5	11 W.		do	Jan. 11, 1847	80.00	
1256	Te yah pa	May 3	5	11	7 E.	2,400	Fifth article treaty	July 28, 1845	640.41	
			7	11	7 E.			May 15, 1844	1,008.00	
			8	23	9 E.			May 15, 1844	935.29	
1258	Oke la ma he na	June 21	17	23	9 E.	2,400	do	Feb. 3, 1847	279.65	
			18	23	9 E.			May 21, 1846	440.00	
			15	25	6 E.			Aug. 15, 1846	399.25	
1260	Ish tish ka	May 3	15	25	6 E.	1,600	do	May 20, 1847	236.17	Aug. 21, 1848
			22	25	6 E.					Nov. 22, 1844
1264	Te ni yea	May 27	15	4	9 W.	1,600	do	Aug. 1, 1848	305.09	May 18, 1844
			22	4	9 W.					$\frac{1}{2}$
			21	25	6 E.					
1265	Illa nah to nah	June 8	27	25	6 E.	2,400	do	May 20, 1846	352.02	
			28	25	6 E.			May 20, 1844	404.26	$\frac{1}{2}$
			26	4	10 W.					
1269	Kalan ta	June 5	27	4	10 W.	1,600	do	Nov. 12, 1846	322.15	
			27	4	10 W.			Nov. 12, 1846	360.49	
			2	25	7 E.			Aug. 1, 1848	449.74	
1271	Pah ka mo ly	May 21	3	25	7 E.	1,600	do	Aug. 1, 1848	477.51	

 $\frac{1}{2}$  located December 21, 1844. $\frac{1}{2}$  open.  
 $\frac{1}{2}$  open.  
All open. $\frac{1}{2}$  located. $\frac{1}{2}$  located.

Number of reserves.	Name of Indian.	Date of deed.	Number of land.			Paid by Ayres.	Articles of treaty, &c.	When Sold by United States.	Price paid.	If relocated, when.	Remarks.
			Sec.	Town.	Range.						
1273	Cou che ho yea .....	1839. May 20	22	10	6 W.	1,600	Fifth article treaty.....	July 1, 1844	200.33	$\frac{1}{2}$	$\frac{1}{2}$ located.
			23	10	6 W.			May 19, 1848	641.80		
1275	Wi o ka .....	May 5	12	23	8 W.	1,600	do .....	May 20, 1844	200.61	June 6, 1845	E. $\frac{1}{2}$ located Dec. 21, 1844.
			13	23	8 W.					$\frac{1}{2}$	
1277	Wou tubby .....	May 8	22	23	8 W.	1,600	do .....	July 20, 1846	495.48	June 6, 1845	$\frac{1}{2}$ relocated Feb. 6, 1846.
			23	23	8 W.					Dec. 21, 1844	
1279	Ah no la chubby .....	May 10	2	24	7 E.	1,600	do .....	Nov. 27, 1844	399.41	$\frac{1}{2}$	$\frac{1}{2}$ relocated Dec. 21, 1844.
			11	24	7 E.						
1281	Ho ti yea .....	May 7	20	11	8 E.	1,600	do .....	Oct. 20, 1844	510.41	$\frac{1}{2}$	$\frac{1}{2}$ relocated Dec. 21, 1844.
			29	11	8 E.						
1283	No wah ho nah .....	May 10	16	22	10 E.	1,600	do .....	May 21, 1847	240.81	$\frac{1}{2}$	
			17	22	10 E.						
1285	Ho yan nah .....	May 6	11	22	9 E.	1,600	do .....	May 21, 1847	120.77		
			14	22	9 E.						
1287	Stim mo nou chah .....	June 21	2	23	8 E.	1,600	do .....	June 21, 1847	299.25		
			35	24	8 E.						
1289	Eto ti yea .....	June 22	7	24	8 E.	1,600	do .....	May 20, 1845	726.07		Open.
			8	24	8 E.						
1291	Kah ne ah tubby .....	May 9	5	21	12 E.	1,600	do .....				Open.
			8	21	12 E.						
1293	Ul quah tubby .....	June 21	7	16	3 E.	1,600	do .....	May 14, 1847	158.96		
			8	16	3 E.						
1295	Oke che quah .....	June 28	5	4	11 W.	1,600	do .....	May 18, 1846	321.34		
			6	4	11 W.						
1297	Fah lah nah tubby .....	June 5	3	10	6 W.	2,400	do .....			Dec. 21, 1844	Open.
			9	10	6 W.						
1300	E yah nubby .....	May 9	10	10	6 W.	1,600	do .....	May 18, 1847	358.79		$\frac{1}{2}$ relocated Dec. 21, 1844.
			2	25	6 E.						
1302	Tah lun ta .....	June 25	3	25	6 E.	1,600	do .....	May 20, 1846	499.25	$\frac{1}{2}$	
			25	4	5 W.						
1308	Tim o hath la .....	May 28	36	4	5 W.	1,600	do .....	Aug. 2, 1844	389.98		
			6	4	10 W.						
1309	Mo nah tubby .....	May 27	7	4	10 W.	1,600	do .....	Mar. 16, 1846	241.59		
			19	4	10 W.						
1312	Stim mo ho tubby .....	May 24	20	4	10 W.	1,600	do .....	Apr. 4, 1846	160.92		
			28	8	10 W.						
1815	Mat tah .....	May 24	29	8	10 W.	2,400	do .....	Nov. 30, 1846	147.79		
			1	4	10 W.						
			11	4	10 W.			Jan. 10, 1846	160.32		
			12	4	10 W.			Dec. 4, 1846	159.83		

1320	Took a loo ars tubby .....	May 17	26 27	3 3	10 W. 10 W.	1,600	do .....	June 9, 1845 June 9, 1845	80.01 79.90
1324	Ish to ni ah .....	May 17	2 3	5 5	11 W. 11 W.	1,600	do .....	June 9, 1845 June 9, 1845	128.28 128.12
1325	Skim me ne yea .....	May 15	1 12	5 5	11 W. 11 W.	1,600	do .....	June 9, 1845 June 9, 1845	134.53 199.93
1330	Cle tah .....	June 7	20 29	6 6	9 W. 9 W.	1,600	do .....	Jan. 10, 1846 Jan. 10, 1846	119.77 80.40
1331	Fah lah mo tubby .....	June 6 1839.	13 24	7 7	10 W. 10 W.	1,600	do .....	June 10, 1846 June 10, 1846	80.01 79.96
1341	Tus car mo ubby .....	June 6	31 32 33 20	6 6 6 8	12 W. 12 W. 12 W. 10 W.	2,400	{ Fifth article treaty, agent's certificate.	Jan. 17, 1846 Jan. 3, 1846 Aug. 17, 1846 Nov. 30, 1846	82.50 98.23 138.32 160.38
1355	Clun co cha .....	May 6	21 22	8 8	10 W. 10 W.	2,400		Nov. 30, 1846 Nov. 30, 1846	160.18 160.28
1357	Fah lah ma .....	May 4	24 25	8 8	10 W. 10 W.	1,600		Jan. 12, 1846 Nov. 12, 1846	160.38 160.38
1354	A quah la pom by .....	May 6	26 35	8 8	10 W. 10 W.	1,600		Nov. 12, 1846 Nov. 12, 1846	159.54 115.62
1365	Shoom a cher .....	May 7	32 33	6 6	10 W. 10 W.	1,600	do .....	June 3, 1846 June 13, 1846	96.35 78.30
1369	Clo tah .....	May 6	11 12	3 3	10 W. 10 W.	1,600	do .....	June 9, 1846 Aug. 1, 1845	79.92 79.96
						155,600			55,179.80

## RECAPITULATION.

Deeds: Eli Ayres holds deeds .....	149
Sections: Eli Ayres holds sections .....	192
Acres: Eli Ayres holds acres .....	122,880
He paid \$800 per section, amounting to .....	\$153,600.00
The Government subsequently sold his lands for .....	\$55,179.80
Located by other reservees, 39½ sections, for which Ayres paid \$31,600 .....	\$31,600.00
Undisposed of, standing open, 5½ sections, for which Ayres paid \$4,400 .....	\$4,400.00
Government sales .....	\$55,179.80
Relocated .....	31,600.00
Standing open .....	4,400.00
Total (with interest since sale) .....	\$91,179.80
Amount Ayres paid for the lands .....	\$153,600.00
Deeds certified by commissioners and agent .....	39
Deeds certified by commissioners only .....	153

DEPARTMENT OF THE INTERIOR,  
Washington, December 4, 1882.

SIR: I have the honor to furnish, for the information of the House Committee on the Judiciary, on the request of Hon. George E. Harris, attorney in the case, certain evidence to be used in the matter of the claim of Eli Ayres, now before your committee, the papers in which were transmitted to you with Department letter of 28th April last.

A copy of the letter of Mr. Harris, with copies of letters of the Commissioners of Indian Affairs and of the General Land Office, from the files of which the evidence is obtained, will also be found herewith.

Very respectfully,

H. M. TELLER, *Secretary.*

Hon. THOMAS B. REED,

*Chairman Committee on the Judiciary,  
House of Representatives.*

### LIST OF 525 RESERVEES UNDER THE FIFTH AND SIXTH ARTICLES OF THE CHICKASAW TREATY OF 1834.

[Forwarded to William Armstrong, acting superintendent of Indian affairs, June 16, 1841, with instructions to submit the same to the Chickasaw Commissioners for their rejection or approval, and which (with the exception of four noted) were disapproved.]

*Reservations under the fifth article of the treaty of the 24th of May, 1834.*

Number.	Date of location.	Reservee.	Number of family.			Number of slaves.	Entitled.	Tract location.			Remarks.
			Ten and over.	Five and over.	Under five.			Section.	Township.	Range.	
1252	1833. July 12	Oh lah in tah.....		6			3	31 32 33	10 10 10	6 W. 6 W. 6 W.	
1253	July 12	Im re ubby.....		5			3	24 25 26	10 10 10	7 W. 7 W. 7 W.	
1254	July 12	Oke lah hoke ta.....		7			3	21 22 23	10 10 10	7 W. 7 W. 7 W.	
1255	July 12	Hi ta cha.....		8			3	13 14 15	10 10 10	7 W. 7 W. 7 W.	
1256	July 12	Te yah pa.....		6			3	5 6 7	11 11 11	7 E. 7 E. 7 E.	
1257	July 12	Coo cha tubby .....			3		2	17 18 8	25 25 23	6 E. 6 E. 9 E.	Choctaws survey.
1258	July 12	Oke lah mah ho nah.....		7			3	17 18 23	23 23 23	9 E. 9 E. 9 E.	Do.
1259	July 12	Muth la tubby .....			3		2	23 24 25	25 25 25	6 E. 6 E. 6 E.	Do.
1260	July 12	Ah tish ka .....			3		2	15 22 26	25 25 10	6 E. 6 E. 6 W.	Do.
1261	July 12	Te wah la chah.....			2		2	26 27 8	10 10 25	6 W. 6 W. 6 E.	Do.
1262	July 12	Ho tin tubby.....		7			3	9 16 26	25 25 2	6 E. 6 E. 6 W.	Do.
1263	July 12	Shah tim mah .....		5			3	34 35 15	2 2 4	6 W. 6 W. 9 W.	Do.
1264	July 12	To ni yea.....			2		2	22 23 26	4 4 4	9 W. 7 E. 7 E.	Do.
1265	July 12	To she cah .....			2		2	21 27 28	25 25 25	6 E. 6 E. 6 E.	Do.
1266	July 12	Il lah wah to nah.....		7			3	4 5 14	25 25 10	6 E. 6 E. 6 W.	Do.
1267	July 12	Ho chubby.....			3		2	15 15	10 10	6 W. 6 W.	Do.
1268	July 12	Ah lah ho ka.....			3		2				

*Reservations under the fifth article of the treaty of May 24, 1834—Continued.*

Number.	Date of location.	Reservee.	Number of family.			Number of slaves.	Entitled.	Tract location.			Remarks.
			Ten and over.	Five and over.	Under five.			Section.	Township.	Range.	
1269	1838. July 12	Kah law taw .....			3	2	2	4	25	5 E.	Choctaw survey. Do. Do. Do.
1270	July 12	Cut tino an tubby .....			4	2	2	9	25	5 E.	
1271	July 12	Pah ka mo by .....			4	2	2	2	25	7 E.	
1272	July 12	Tush qui ya .....			2	2	2	3	25	7 E.	
1273	July 12	Con che ho yea .....			4	2	2	20	4	9 W.	Do. Do. Do. Do.
1274	July 12	Ho ti ka .....			2	2	2	21	4	9 W.	
1275	July 12	Wi o ka .....			4	2	2	22	10	6 W.	
1276	July 12	To sho wah .....			3	2	2	23	10	6 W.	
1277	July 12	Wou tubby .....			2	2	2	24	23	8 E.	Do. Do. Do. Do.
1278	July 12	Sho fah chubby .....			3	2	2	19	23	9 E.	
1279	July 12	Ah no bah chubby .....			4	2	2	12	23	8 E.	
1280	July 12	Ah to kah .....			4	2	2	13	23	8 E.	
1281	July 12	Ho ti yea .....			3	2	2	6	23	9 E.	Do. Do. Do. Do.
1282	July 12	Chah fah tubby .....			4	2	2	7	23	9 E.	
1283	July 12	No wah ho nah .....			4	2	2	22	23	8 E.	
1284	July 12	Win ni yea .....			3	2	2	23	23	8 E.	
1285	July 12	Ho yan no .....			2	2	2	1	24	7 E.	Do. Do. Do. Do.
1286	July 12	Ah fah mah tubby .....			2	2	2	12	24	7 E.	
1287	July 12	Sti mo non sha .....			3	2	2	2	24	7 E.	
1288	July 12	She mah ka .....			4	2	2	11	24	7 E.	
1289	July 12	E to ti yea .....			3	2	2	1	22	10 E.	Do. Do. Do. Do.
1290	July 12	Ho wah ta .....			4	2	2	2	22	10 E.	
1291	July 12	Kah ne ah tubby .....			3	2	2	1	22	10 E.	
1292	July 12	Che quaht ah ka .....			3	2	2	2	22	10 E.	
1293	July 12	U quah tubby .....			3	2	2	20	11	8 E.	Do. Do. Do. Do.
1294	July 12	Ah no ah tubby .....			2	2	2	29	11	8 E.	
1295	July 12	Oke chi yea .....			2	2	2	2	15	1 E.	
1296	July 12	Billy ho mah .....		6		3	3	3	15	1 E.	
1297	July 12	Fah lah mo tubby .....		6		3	2	16	22	10 E.	Do. Do. Do. Do.
1298	July 12	Che chah ho ka .....		5		3	2	17	22	10 E.	
1299	July 12	Elah ho run by .....		3		2	2	22	22	10 E.	
1300	July 12	E yea nubby .....		3		2	2	22	22	10 E.	
1301	July 12	Pish tubby .....		3		2	2	27	22	10 E.	Do. Do. Do. Do.
1302	July 12	Tah lun tah .....		3		2	2	11	22	9 E.	
								14	22	9 E.	
								5	24	8 E.	
								6	24	8 E.	Do. Do. Do. Do.
								2	23	8 E.	
								35	24	8 E.	
								12	22	9 E.	
								13	22	9 E.	Do. Do. Do. Do.
								7	24	8 E.	
								8	24	8 E.	
								4	21	12 E.	
								9	21	12 E.	Do. Do. Do. Do.
								5	21	12 E.	
								8	21	12 E.	
								5	16	3 E.	
								6	16	3 E.	Do. Do. Do. Do.
								7	16	3 E.	
								8	16	3 E.	
								4	11	7 W.	
								5	11	7 W.	Do. Do. Do. Do.
								1	10	6 W.	
								2	10	6 W.	
								12	10	6 W.	Do. Do. Do. Do.
								3	10	6 W.	
								9	10	6 W.	
								10	10	6 W.	
								15	24	7 E.	Do. Do. Do. Do.
								22	24	7 E.	
								23	24	7 E.	
								12	25	5 E.	
								13	25	5 E.	Do. Do. Do. Do.
								2	25	6 E.	
								3	25	6 E.	
								3	25	5 E.	
								10	25	5 E.	Do. Do.
								25	4	5 W.	
								36	4	5 W.	



*Reservations under the fifth article of the treaty of May 24, 1834—Continued.*

Number.	Date of duration.	Reservee.	Number of family.			Number of slaves.	Entitled.	Tract location.			Remarks.
			Ten and over.	Five and over.	Under five.			Section.	Township.	Range.	
1803	1838. July 12	Ah cah nubby.....			4	.....	2	{ 14 15	23	8 E. 8 E.	Choctaw surveys. Do.
1804	July 12	Unti me lah.....			2	.....	2	{ 27 28	4 4	11 W. 11 W.	

CHICKASAW AGENCY, October 22, 1838.

BENJ. REYNOLDS, Clerk.

*Transcript of reservations claimed under the fifth article of the treaty of Pontotoc Creek between the Chickasaw tribe of Indians and the United States.*

[Concluded on the 24th of May, 1834, at Washington. Enrolled and located at this office since the — day of —.]

No. of location.	Name of reservee.	Sections entitled to.	Section.	Township.	Range.
1806	Ney tuo chubby.....	2	{ 7 18	4	9 W. 9 W.
1807	Le whi ka.....	2	{ 19 30	4	9 W. 9 W.
1808	Tiu a hoth la.....	2	{ 6 7	4	10 W. 10 W.
1809	Mo moh ubby.....	2	{ 19 30	4	10 W. 10 W.
1810	Ho to sha.....	2	{ 13 14	4	11 W. 11 W.
1811	Tus she ka at ka.....	2	{ 27 34	8	10 W. 10 W.
1812	Steim mo ho letty.....	2	{ 28 29	8	10 W. 10 W.
1813	Te fah ma.....	2	{ 22 27	9	9 W. 9 W.
1814	I O na tubby.....	2	{ 23 24	9	9 W. 9 W.
1815	Mat tah.....	3	{ 1 11 12	4	10 W. 10 W. 10 W.
1816	Tom.....	3	{ 13 14 23	4	10 W. 10 W. 10 W.
1817	Pis tol lubby.....	2	{ 35 36	2	10 W. 10 W.
1818	Stem mul lut te.....	2	{ 23 26	2	10 W. 10 W.
1819	Shu let kis.....	2	{ 31 32	3	10 W. 10 W.
1820	Took a loo ars tubby.....	2	{ 26 27	3	10 W. 10 W.
1821	Ar che ubby.....	2	{ 28 33	3	10 W. 10 W.
1822	Oke lish tubby.....	2	{ 11 14	5	11 W. 11 W.
1823	Stick I O ka tubby.....	2	{ 33 34	5	11 W. 11 W.
1824	Ish to in ah.....	2	{ 2 3	5	11 W. 11 W.
1825	Shim me in yea.....	2	{ 1 12	5	11 W. 11 W.
1826	O kah loh pomby.....	2	{ 26 35	5	11 W. 11 W.
1827	Ka ta ward.....	2	{ 22 27	6	11 W. 11 W.

*Transcript of reservations claimed under the fifth article of the treaty of Pontotoc Creek between the Chickasaw tribe of Indians and the United States—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Township.	Range.
1328	Ou che tubby.....	2	{ 34 35	6 6	11 W. 11 W.
1329	Ish to hoth le .....	2	{ 2 11	8 8	11 W. 11 W.
1330	Kle tah.....	2	{ 20 29	6 6	9 W. 9 W.
1331	Fah lah mo tubby .....	2	{ 13 24	7 7	10 W. 10 W.
1332	Stin I ho pah nah .....	3	{ 5 8	4 4	10 W. 10 W.
1333	Is tin ah ho na.....	2	{ 19 20	7 7	11 W. 11 W.
1334	Poe con O la.....	3	{ 9 16 17	4 4 4	10 W. 10 W. 10 W.
1335	Poe cum ma.....	2	{ 9 16	7 7	10 W. 10 W.
1336	Cun na chu na .....	2	{ 21 22 28	4 4 4	10 W. 10 W. 10 W.
1337	Chick a ma ho lta .....	3	{ 1 11 12	4 4 4	11 W. 11 W. 11 W.
1338	Sho mulby .....	2	{ 11 14	7 7	10 W. 10 W.
1339	Ish tup ar Ka .....	2	{ 29 32	7 7	10 W. 10 W.
1340	Hul la tubby .....	2	{ 27 26	7 7	10 W. 10 W.
1341	Tus car no Ubbby .....	3	{ 31 32 33	6 6 6	12 W. 12 W. 12 W.
1342	Ah le noh .....	3	{ 10 11 12	6 6 6	12 W. 12 W. 12 W.
1343	Ca na ho na .....	2	{ 15 22	7 7	10 W. 10 W.
1344	Mul la la ho yea.....	2	{ 3 10	7 7	11 W. 11 W.
1345	O qua cun na ubby.....	3	{ 25 26 35	6 6 6	12 W. 12 W. 12 W.
1346	Stin mul la chee .....	3	{ 4 5 6	7 7 7	12 W. 12 W. 12 W.
1347	Stim mul leech ee .....	2	{ 14 23	7 7	12 W. 12 W.
1348	Un chee tubby .....	2	{ 11 12	7 7	11 W. 11 W.
1349	Tat too lo tubby.....	3	{ 12 13 24	7 7 7	12 W. 12 W. 12 W.
1350	Ish tup po kah.....	3	{ 4 5 9	8 8 8	9 W. 9 W. 9 W.
1351	Fill lee tomby.....	3	{ 21 22 27	5 5 5	11 W. 11 W. 11 W.
1352	Took a loo ars tubby.....	3	{ 15 16 22	8 8 8	9 W. 9 W. 9 W.
1353	O quah lah pon by.....	2	{ 26 35	8 8	10 W. 10 W.
1354	Stim ah ho pah nah .....	3	{ 1 2 3	8 8 8	10 W. 10 W. 10 W.
1355	Clun oo chee .....	3	{ 20 21 22	8 8 8	10 W. 10 W. 10 W.
1356	Fah lah mer.....	2	{ 24 25	8 8	10 W. 10 W.
1357	Chuf fah tubby.....	2	{ 9 16	6 6	10 W. 10 W.
1358	Ho to shu ubby .....	2	{ 21 28	6 6	10 W. 10 W.

*Transcript of reservations claimed under the fifth article of the treaty of Pontotoc Creek, between the Chickasaw tribe of Indians and the United States—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Town-ship.	Range.
1359	Fus ca ar comby .....	2	{ 4 5 17	{ 6 6 8	{ 10 W. 10 W. 10 W.
1360	Char lar ka.....	3	{ 18 19	{ 8 8	{ 10 W. 10 W.
1361	Shu la tubby .....	2	{ 11 14	{ 6 6	{ 11 W. 11 W.
1362	Fak lah mo tubby.....	3	{ 4 5 8	{ 9 9 9	{ 9 W. 9 W. 9 W.
1363	Oke char le homer.....	2	{ 23 26	{ 6 6	{ 11 W. 11 W.
1364	Jush sher ma tubby.....	3	{ 23 25 26	{ 4 4 4	{ 12 W. 12 W. 12 W.
1365	Shoom a cher.....	2	{ 23 32	{ 6 6	{ 11 W. 11 W.
1366	Mo ho lo tubby.....	2	{ 3 4	{ 7 7	{ 10 W. 10 W.
1367	Fo la cher .....	3	{ 2 3 4	{ 6 6 6	{ 11 W. 11 W. 11 W.
1368	Mat at a cher .....	2	{ 35 36	{ 3 3	{ 10 W. 10 W.
1369	Cle toh .....	2	{ 11 12	{ 3 3	{ 10 W. 10 W.
1370	Stim mo hoth la*.....	2	{ 13 24	{ 5 5	{ 11 W. 11 W.
1371	To wah Hah.....	3	{ 16 21 28	{ 6 6 6	{ 11 W. 11 W. 11 W.
1372	E lap pin Uby .....	3	{ 16 17 21	{ 7 7 7	{ 11 W. 11 W. 11 W.
1373	Steah ah tubby.....	2	{ 25 36	{ 5 5	{ 11 W. 11 W.

\* Location approved.

JUNE 17, 1839.

A. M. M. UPHAM, C. A.

*Abstract of land located at the Chickasaw agent's office on the 16th, 17th, 18th, 19th, 20th, 21st, 22d, 23d, and 24th of November, 1839.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Town-ship.	Range.
1374	E yah Ke-te .....	2	{ 8 9	{ 7 7	{ 11 W. 11 W.
1375	Ho yea .....	3	{ 1 12 13	{ 6 6 6	{ 11 W. 11 W. 11 W.
1376	Mou te nah.....	3	{ 24 25 36	{ 6 6 6	{ 11 W. 11 W. 11 W.
1377	Nic sit lah chee.....	3	{ 4 5 6	{ 7 7 7	{ 11 W. 11 W. 11 W.
1378	E Yah tubby.....	3	{ 13 14 15	{ 7 7 7	{ 11 W. 11 W. 11 W.
1379	Billy Fry.....	3	{ 25 26 27	{ 7 7 7	{ 11 W. 11 W. 11 W.
1380	Ah look oh loos mubby.....	2	{ 33 34	{ 7 7	{ 11 W. 11 W.
1381	Molly fry.....	2	{ 35 36	{ 7 7	{ 11 W. 11 W.
1382	Nancy fry (fr. 5 for whole section) .....	2	{ 4 5	{ 8 8	{ 11 W. 11 W.

*Abstract of land located at the Chickasaw agent's office, &c.—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Town-ship.	Range.
1383	Pe lah hoke ta (fr. 10 for whole section).....	2	{ 3 10 29	8 8 7	11 W. 11 W. 11 W.
1384	Ah nook plul ta (fr. for whole section) .....	3	{ 31 32 13	7 7 8	11 W. 11 W. 11 W.
1385	So phy (fr. 14 for whole section, fr. 24 for whole section).	3	{ 14 24 1	8 8 8	11 W. 11 W. 11 W.
1386	Phah lah me cha ho yea .....	2	{ 12 5	8 11	11 W. 6 W.
1387	Chee lah yea .....	2	{ 6	11	6 W.
1388	Ish tim mah ha lubby (S. $\frac{1}{2}$ and NW. $\frac{1}{4}$ in lieu of whole section 32).	2	{ 33 32	11 11	8 E. 8 E.
1389	Im mah wa ha (fr.).....	2	{ 26 27 34	6 6 10	10 W. 10 W. 7 W.
1390	Tal loo ah ho nah .....	3	{ 35 36 1	10 10 25	7 W. 7 W. 7 E.
1391	Fish or.....	2	{ 12	25	7 E.
1392	Hah mubby .....	2	{ 4	25	7 E.
1393	Ii ah lubby .....	2	{ 9 5	25 25	7 E. 7 E.
1394	Na wat to mubby .....	2	{ 8 7	25 25	7 E. 7 E.
1395	Bet sey .....	2	{ 18 19 30	25 25 25	7 E. 7 E. 7 E.
1396	I O ah lem ah .....	3	{ 10 11 14	25 25 25	6 E. 6 E. 6 E.
1397	Sas sa .....	2	{ 16 17	25 25	7 E. 7 E.
1398	Pe in noh .....	3	{ 26 34 35	25 25 25	6 E. 6 E. 6 E.
1399	E ah ha lubby .....	2	{ 31 32	25 25	7 E. 7 E.
1400	Kah ly .....	2	{ 33 34	25 25	7 E. 7 E.
1401	A lo nah .....	2	{ 35 36	25 25	7 E. 7 E.
1402	E liho no .....	3	{ 1 12 13	25 25 25	6 E. 6 E. 6 E.
1403	Mir ta ho yea .....	2	{ 1 2	24 24	6 E. 6 E.
1404	Ish mi ubby .....	3	{ 2 11 14	25 25 25	5 E. 5 E. 5 E.
1405	Ti O noh .....	2	{ Fr. 10 11	23 23 23	8 E. 8 E. 8 E.
1406	Toh no wah .....	3	{ 1 12 13	22 22 22	9 E. 9 E. 9 E.
1407	No wah tim ah .....	2	{ 3 4	23 23	8 E. 8 E.
1408	Ah kah nah lubby .....	3	{ 2 3 4	22 22 22	9 E. 9 E. 9 E.
1409	Ah tah loh lubby .....	2	{ Fr. 8 9	22 23 23	9 E. 8 E. 8 E.
1410	Ah chat fa lubby .....	2	{ 6 7	22 22	10 E. 10 E.
1411	No wah ho nah .....	2	{ 8 9	22 22	10 E. 10 E.
1412	With ni yea .....	2	{ 10 11	22 22	10 E. 10 E.
1413	Titch by yea .....	2	{ 14 15	22 22	10 E. 10 E.
1414	Ho yea ah no .....	2	{ 26 23	22 22	10 E. 10 E.
1415	Ah phoh ma lim mah .....	2	{ 24 25 21	22 22 7	10 E. 10 E. 11 W.
1416	Tosho wah .....	4	{ 22 23 24	7 7 7	11 W. 11 W. 11 W.

*Abstract of land located at the Chickasaw agent's office, etc.—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Township.	Range.
1417	Is lim ah lah .....	2	29	21	13 E.
			30	21	13 E.
1418	Is tim ah nah cha .....	2	12	21	11 E.
			13	21	11 E.
1419	O lah kin lubby .....	3	1	21	11 E.
			2	21	11 E.
			11	21	11 E.
1420	Yom mubby .....	3	5	21	11 E.
		Fr.	7	21	11 E.
			8	21	11 E.
1421	He to ke ka .....	3	3	24	7 E.
			4	24	7 E.
			5	24	7 E.
1422	Cha o no nah .....	3	6	24	7 E.
			7	24	7 E.
			8	24	7 E.
1423	Nancy Collins .....	Fr.	26	24	7 E.
		2	27	24	7 E.
1424	Ho ti nah .....	2	35	24	7 E.
			36	24	7 E.
1425	Nah ho lim mah .....	2	1	24	8 E.
			2	24	8 E.
1426	E ah to noh lubby .....	2	3	24	8 E.
			10	24	8 E.
1427	Too co by .....	2	9	24	8 E.
			16	54	8 E.
1428	Oak le mo nah .....	3	18	24	8 E.
			19	24	8 E.
			20	24	8 E.
1429	He o to nah .....	2	11	24	8 E.
			12	24	8 E.
1430	Ho pah hok ty .....	2	29	24	8 E.
			30	24	8 E.
1431	Eah ho to noh .....	3	13	24	8 E.
			14	24	8 E.
			15	24	8 E.
1432	Ho le O ky .....	2	22	24	8 E.
			23	24	8 E.
1433	Car cha .....	2	31	24	8 E.
			32	24	8 E.
1434	Catharine McKenney .....	2	22	11	10 E.
			23	11	10 E.
1435	Jesse McKenney .....	2	20	10	10 E.
			21	10	10 E.
1436	Te ho a .....	2	9	23	9 E.
			10	23	9 E.
1437	Pe ah hok ty .....	3	27	24	8 E.
			28	24	8 E.
			34	24	8 E.
1438	E mish tubby .....	2	15	23	9 E.
			16	23	9 E.
1439	Sh to ti ah .....	2	20	23	9 E.
			21	23	9 E.
1440	Ha choh .....	2	22	23	9 E.
			27	23	9 E.
1441	Sha lubby .....	2	29	23	9 E.
			30	23	9 E.
1442	Tal lo ah .....	3	25	24	8 E.
			26	24	8 E.
			36	24	8 E.
1443	Ven ey McKenney .....	3	22	10	10 E.
			23	10	10 E.
			24	10	10 E.
1444	De li loh McKenney .....	2	26	10	10 E.
			27	10	10 E.
1445	Won key .....	3	1	23	9 E.
			11	23	9 E.
			12	23	9 E.
1446	To wah kah .....	3	13	23	9 E.
			24	23	9 E.
			25	23	9 E.
1447	Yah hou lubby .....	3	23	23	9 E.
			26	23	9 E.
			36	23	9 E.
1448	Oke lah ho nah .....	2	34	23	9 E.
			39	23	9 E.
1449	Me ah to shubby .....	3	3	23	9 E.
			4	23	9 E.
			5	23	9 E.

*Abstract of land located at the Chickasaw agent's office, etc.—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Township.	Range.
1450	He mah har kee.....	2	8	4	9 W.
			17	4	9 W.
1451	Yock ar ta.....	2	13	8	9 W.
			14	8	9 W.
1452	Ear tubby.....	2	17	8	9 W.
			18	8	9 W.
1453	Im A ho yea.....	3	19	8	9 W.
			20	8	9 W.
			21	8	9 W.
1454	Che mo ta.....	2	23	8	9 W.
			24	8	9 W.
1455	Me ar to shubby.....	2	25	8	9 W.
			26	8	9 W.
1456	Te law a lubby.....	3	27	8	9 W.
			28	8	9 W.
			29	8	9 W.
1457	E law to chubby.....	2	30	8	9 W.
			31	8	9 W.
1458	Ish tim a la ha kee lee.....	2	32	8	9 W.
			33	8	9 W.
1459	Ah no le ho yo.....	3	34	8	9 W.
			35	8	9 W.
			36	8	9 W.
1460	Ah no ti ah.....	2	1	9	9 W.
			2	9	9 W.
1461	Ah pah hoela.....	2	3	9	9 W.
			10	9	9 W.
1462	Te ho yea.....	2	6	9	9 W.
			7	9	9 W.
1463	Tick ah bah ho to nah.....	3	11	9	9 W.
			12	9	9 W.
			13	9	9 W.
1464	Yah ho to nah.....	3	16	9	9 W.
			17	9	9 W.
1465	Ho to she.....	3	21	9	9 W.
			1	5	10 W.
			2	5	10 W.
1466	Chee mubby.....	2	3	5	10 W.
			14	9	9 W.
1467	To no wah.....	2	15	9	9 W.
			25	9	9 W.
1468	No ah lim mer.....	2	26	9	9 W.
			2	4	10 W.
1469	Te ki yea.....	2	3	4	10 W.
			10	4	10 W.
1470	Sten kin na ti ly.....	2	15	4	10 W.
			24	4	10 W.
			25	4	10 W.
1471	Oke tin tubby.....	3	31	4	10 W.
			32	4	10 W.
1472	Tah ne lubby.....	2	33	4	10 W.
			20	4	10 W.
1473	Ha cha.....	2	29	4	10 W.
			30	5	10 W.
1474	Ho pah Ka to nah.....	2	31	5	10 W.
			32	5	10 W.
			33	5	10 W.
1475	Ish Coe mo ti ah.....	3	2	6	10 W.
			3	6	10 W.
			11	6	10 W.
1476	Ah a ho cha.....	3	6	6	10 W.
			7	6	10 W.
			8	6	10 W.
1477	Ah to na mah lubby.....	3	17	6	10 W.
			18	6	10 W.
			19	6	10 W.
1478	E ho ah tom by.....	3	20	6	10 W.
			27	6	10 W.
			30	6	10 W.
1479	Che a ah tubby.....	2	34	5	10 W.
			35	5	10 W.
1480	Stem y ah.....	3	1	7	10 W.
			2	7	10 W.
			12	7	10 W.
1481	I O Ko me tubby.....	3	5	7	10 W.
			6	7	10 W.
			7	7	10 W.
			8	7	10 W.
1482	E Yah mon tubby.....	3	17	7	10 W.
			20	7	10 W.

*Abstract of land located at the Chickasaw agent's office, &c.—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Town-ship.	Range.
1483	To mah le shah.....	3	19 30 31 21	7 7 7 7	10 W. 10 W. 10 W. 10 W.
1484	Ish my tubby.....	3	28 33 4 5	7 7 5 5	10 W. 10 W. 10 W. 10 W.
1485	Pah sho E O nah.....	4	5 6 8 9 10	5 5 5 5 5	10 W. 10 W. 10 W. 10 W. 10 W.
1486	O Ake E mah sha.....	4	15 16 7	5 5 8	10 W. 10 W. 10 W.
1487	He lubby.....	3	8 9 1	8 8 9	10 W. 10 W. 10 W.
1488	Co sho nah.....	3	2 12 10	9 9 6	10 W. 10 W. 10 W.
1489	Sho not bah.....	2	15 1	6 14	10 W. 1 E.
1490	Okee tah ho ke lah.....	3	2 3 17	14 14 5	1 E. 1 E. 10 W.
1491	She mah ka.....	4	19 20 21 22	5 5 5 6	10 W. 10 W. 10 W. 10 W.
1492	She me ni ah.....	2	22 23 5	6 6 5	10 W. 10 W. 10 W.
1493	Oke lamo nah.....	4	27 28 29	5 5 5	10 W. 10 W. 10 W.
1494	Chee quah lah ka.....	2	31 32 4	6 6 14	10 W. 10 W. 1 E.
1495	Ho yo pah.....	3	5 6 7	14 14 14	1 E. 1 E. 1 E.
1496	I E Ken lubby.....	3	8 9 33	14 14 6	1 E. 1 E. 10 W.
1497	E Ah Ka ye ah.....	2	34 25 36	6 7 7	10 W. 10 W. 10 W.
1498	Fastah chee.....	2	34 35 10	7 7 14	10 W. 10 W. 1 E.
1499	Ho Ko nah.....	2	35 11 12	7 14 14	10 W. 1 E. 1 E.
1500	Can ne ho yea.....	3	4 5 15	8 8 8	10 W. 10 W. 10 W.
1501	Chuck lah sho.....	2	16 12 13	8 15 15	10 W. 1 E. 1 E.
1502	Un nah hah she mah.....	2	13 22 27	15 15 15	1 E. 1 E. 1 E.
1503	Mot ta chee.....	2	13 14 15	15 14 14	1 E. 1 E. 1 E.
1504	She oc Ka.....	2	16 17 18	14 14 14	1 E. 1 E. 1 E.
1505	Te wah ho Ka.....	3	23 24 25	15 15 15	1 E. 1 E. 1 E.
1506	She mal ti ah.....	3	26 19 20	15 14 14	1 E. 1 E. 1 E.
1507	Wi ni ah chee.....	2	21 1 2	14 14 14	2 E. 2 E. 2 E.
1508	Chi ye ah.....	2	4 5 6	14 14 14	2 E. 2 E. 2 E.
1509	Yea ho pa chee.....	3	7	14	2 E.
1510	Ish ter ta chee.....	2			
1511	Peu ah saw.....	2			
1512	Ou tou lah ho Ka.....	2			

*Abstract of land located at the Chickasaw agent's office, &c.—Continued.*

No. of location.	Name of reserve.	Sections entitled to.	Section.	Township.	Range.
1513	To fah mah.....	2	8	14	2 E.
			9	14	2 E.
1514	To mubba.....	2	10	14	2 E.
			11	14	2 E.
1515	Ah hah chee ( $\frac{3}{4}$ of 13 for whole section SW. $\frac{1}{4}$ off) ..	2	12	14	2 E.
			13	14	2 E.
1516	Ili hah to nah (N. $\frac{1}{2}$ half for whole section) .....	2	31	14	2 E.
			6	15	2 E.
			22	14	1 E.
1517	Ta bell.....	3	23	14	1 E.
			24	14	1 E.
1518	Corn shew (NE. $\frac{1}{4}$ of section 4 taken; $\frac{3}{4}$ for a whole section).	2	4	15	2 E.
			5	15	2 E.
1519	Ho ti o ha.....	3	25	14	1 E.
			26	14	1 E.
			27	14	1 E.
1520	Eish oke chi yea.....	2	1	15	2 E.
			12	15	2 E.
1521	Su sau .....	2	1	16	3 E.
			2	16	3 E.
1522	Ho key.....	2	3	16	3 E.
			4	16	3 E.
1523	Po shubby .....	2	12	16	3 E.
			13	16	3 E.
1524	Ah ni me cul lah (N. $\frac{1}{4}$ and SE. $\frac{1}{4}$ in lieu of whole section).	2	10	16	4 E.
			15	16	4 E.
1525	Pish cha he mah.....	2	19	16	4 E.
			30	16	4 E.
1526	Ra chiel.....	2	24	21	11 E.
			25	21	11 E.
			28	14	1 E.
1527	Mar cey.....	3	29	14	1 E.
			30	14	1 E.
1528	Si las ( $\frac{3}{4}$ for whole section) .....	2	17	1	6 E.
			18	1	6 E.
1529	Yarmon lubby.....	2	21	1	6 E.
			22	1	6 E.
1530	Ah task lah lubby.....	3	34	14	1 E.
			35	14	1 E.
			36	14	1 E.
1531	Mi ah sho lubby ( $\frac{3}{4}$ for whole section).....	2	14	1	6 E.
			15	1	6 E.
1532	Sho ho la cha.....	2	9	1	7 E.
			10	1	7 E.
1533	Te my to chee.....	2	14	1	7 E.
			15	1	7 E.
1534	Ah bah lah lubby.....	2	2	1	7 E.
			27	1	7 E.
1535	No wah ho nah ( $\frac{3}{4}$ for whole section; NE. $\frac{1}{4}$ of 16 section taken.)	3	16	14	2 E.
			17	14	2 E.
			18	14	2 E.
1536	Win ni yea.....	3	34	15	1 E.
			35	15	1 E.
			36	15	1 E.
			10	15	1 E.
1537	Sho wah .....	4	11	15	1 E.
			14	15	1 E.
			15	15	1 E.
1538	She mo nou cha .....	2	31	1	6 E.
			32	1	6 E.
1539	Ish she ti yeah.....	2	23	1	9 E.
			24	1	9 E.
1540	Wy o key ( $\frac{3}{4}$ for whole section).....	2	21	1	9 E.
			22	1	9 E.
1541	Oth ho e ah.....	3	21	14	2 E.
			22	14	2 E.
			28	14	2 E.
1542	Shim i ho te ly .....	3	9	16	3 E.
			10	16	3 E.
			11	16	3 E.
1543	Ish lock a fee .....	2	23	1	10 E.
			26	1	10 E.
1544	Stam pa chee.....	3	16	16	3 E.
			17	16	3 E.
			18	16	3 E.
1545	Sheep e yah ka.....	2	21	1	10 E.
			28	1	10 E.
1546	Ul li chi cha .....	2	18	22	10 E.
		Fr.	19	22	10 E.



*Abstract of land located at the Chickasaw agent's office, &c.—Continued.*

No. of location.	Name of reservee.	Sections entitled to.	Section.	Township.	Range.
1547	O co ti.....	{ 2 Fr.	20 29 19	22 22 16	10 E. 10 E. 3 E.
1548	C e a h c h e e.....	3 {	20 21	16 16	3 E. 3 E.
1549	E l a h p e n t o m b y .....	2 {	34 35	22 22	10 E. 10 E.
1550	H e h t i k a h .....	{ 2 Fr.	21 28	22 22	10 E. 10 E.
1551	K e y i a.....	{ 2 Fr.	1 2	21 21	10 E. 10 E.
1552	A h t o n o l u b b y.....	{ 28½ (†)	21 22	3 3	10 W. 10 W.
1553	I t i t h o y e a.....	3 {	23 29 30	16 16 16	3 E. 3 E. 3 E.
1554	C a p e s h o y e a (fraction for whole section).....	3 {	31 32 33	16 16 16	3 E. 3 E. 3 E.
1555	S t a m p e c h a a h.....	3 {	27 28 29	16 16 16	4 E. 4 E. 4 E.
1556	U b b e t t a h .....	2 {	† 11 ‡ 14	5 5	10 W. 10 W.
1557	Y e a h w a r t a h .....	2 {	‡ 23 § 26	5 5	10 W. 10 W.
1558	A h t o n o t u b b y (fraction in lieu of whole; S. ½ and N. W. ¼ for whole section 35).	3 {	33 34 35	16 16 16	4 E. 4 E. 4 E.
1559	I s h t a t i t i a h.....	{ Fr. -----	28 32 33	23 23 23	9 E. 9 E. 9 E.
1560	I m a h t y.....	2 {	* 3 * 4	6 6	12 W. 12 W.
1561	T i s h y o n o h.....	2 {	15 16	9 9	10 E. 10 E.
1562	S o p h i (E. ½ and S. W. ¼ for whole).....	2 {	30 25	3 3	11 W. 11 W.
1563	O h n a h h o k a.....	3 {	10 11 12	16 16 16	2 E. 2 E. 2 E.
1564	P i s l a r h o n a h.....	3 {	13 14 15	16 16 16	2 E. 2 E. 2 E.
1565	O q u a p a h.....	3 {	22 23 24	16 16 16	2 E. 2 E. 2 E.
1566	O n a h t u b b y.....	2 {	25 26	16 16	2 E. 2 E.
1567	C h e s q u a h n a h t a.....	2 {	27 34	16 16	2 E. 2 E.
1568	I s h t o a k k a.....	2 {	35 36	16 16	2 E. 2 E.

\* S. ½ for whole. † N. E. and S. ½ for whole. ‡ N. ½ and S. W. ¼ for whole. § W ½ for whole.

MEMPHIS, December 8, 1839.

Hon. T. H. CRAWFORD,  
Commissioner of Indian Affairs.

I certify that the above locations were located in my office the dates above.  
Respectfully, your most obedient servant.

A. M. M. UPSHAW,  
Chickasaw Agent.

*Reservations under the sixth article of the Chickasaw treaty of the 24th of May, 1834.*

Number.	Date of location.	Reservees.	Sex.	Age.	Entitled.	Section.	Township.	Range.	Remarks.
1838.									
594	.....	Puth ka cha.....	Male.....	45	.....	23	21	11 E.	} Located at this office since the first of May, 1839. Location approved June 17, 1839.—A. M. M. Upshaw, C. A.
595	.....	Tush gui gua.....	.....	.....	.....	26	21	11 E.	
596	.....	Toh koh che ho Yea.....	Female.....	22	.....	14	21	11 E.	
597	.....	Ho Yoh na cha.....	do.....	.....	.....	16	5	9 E.	
598	July 12	Um mo misho tubby .....	Male.....	1	.....	33	10	7 W.	} This section was formerly located to Iah ho tubby, No. 844, fifth article, and found not entitled.
599	July 12	Sho hah la chah.....	Female.....	1	.....	6	6	2 E.	
600	July 12	Shah tin mah.....	do.....	1	.....	16	4	4 E.	
601	July 12	Shah lubby.....	Male.....	1	.....	16	5	6 E.	
602	July 12	Pe la che.....	.....	1	.....	14	8	4 W.	
603	July 12	Nancy.....	Female.....	1	.....	16	4	1 W.	
604	July 12	Gilbert.....	Male.....	1	.....	16	7	5 W.	} In lieu of a whole section. Choctaw surveys. Do.
605	July 12	Pus cah chah.....	.....	1	.....	.....	.....	.....	
606	July 12	Elizer.....	Female.....	1	.....	16	8	3 W.	
607	July 12	Wesley.....	Male.....	1	.....	16	2	10 E.	
608	July 12	Tah shil ka.....	Male.....	1	.....	16	4	6 E.	
609	July 12	Kah lou tah.....	Female.....	1	.....	16	8	7 W.	
610	July 12	Im mah ho yea.....	Female.....	1	.....	2	10	8 W.	
611	July 12	James Carnes.....	Male.....	1	.....	16	11	1 W.	
612	July 12	Shock ho yea.....	.....	1	.....	27	10	7 W.	
613	July 12	Ish tah pah ko.....	.....	1	.....	11	10	6 W.	
614	July 12	Ah to bo ubby.....	Male.....	1	.....	16	2	6 E.	
615	July 12	Me ah sho nubby.....	.....	1	.....	E. 1/2 16	3	1 E.	
616	July 12	Pu ah ho kah.....	.....	1	.....	20	25	7 E.	
617	July 12	She mah.....	.....	1	.....	33	24	8 E.	
618	July 12	Stu mah la la.....	.....	1	.....	16	5	5 W.	
619	July 12	Ah took lah.....	.....	1	.....	16	14	5 E.	
620	July 12	Ho yo po nubby.....	Male.....	1	.....	16	9	5 E.	
621	July 12	Lah po to nubby.....	do.....	1	.....	16	15	3 E.	} Choctaw surveys.
622	July 12	Cou shu tah.....	.....	1	.....	16	7	5 E.	
623	July 12	Ah pah ho ta.....	.....	1	.....	16	5	4 E.	
624	July 12	Cun ne ah tubby.....	Male.....	1	.....	14	11	7 W.	
625	July 12	To ho yea.....	.....	1	.....	16	3	4 E.	
626	July 12	Bah no yah.....	.....	1	.....	16	7	4 E.	
627	July 12	Shah lubby.....	Male.....	1	.....	14	23	9 E.	
628	July 12	Pah ha la chah.....	.....	1	.....	S. 1/2 7	10	6 W.	
629	July 12	E ah ho to nah.....	.....	1	.....	W. 1/2 8	10	6 W.	
630	July 12	Ah un tah yubby.....	.....	1	.....	15	16	3 E.	
631	July 12	Yo ka.....	.....	1	.....	23	16	3 E.	
632	July 12	Cah che.....	.....	1	.....	16	2	8 E.	
633	July 12	Pe ho kah.....	.....	1	.....	12	8	9 W.	
634	July 12	Phil le mah.....	.....	1	.....	6	10	8 W.	
635	Aug. 15	Pah cah no la.....	.....	1	.....	1	1	5 W.	} Lots 5, 6, 7, and 8, 1,104.10 acres, heretofore assigned to Ish tuck o nah, No. 234, 5th article. But on examination same as 1026, 6th article.
636	Aug. 29	Cah lun ta.....	.....	1	.....	16	2	4 W.	
637	July 12	Cun in ta nah.....	.....	1	.....	E. 1/2 16	2	5 W.	
638	Aug. 24	Chicka mah ho lah.....	.....	1	.....	7	4	11 W.	
639	July 12	Lah pah um by.....	Male.....	1	.....	Fr. 2	7	12 W.	
640	July 12	Che shah hoke ty.....	.....	1	.....	11	7	12 W.	
641	July 12	Im mah no yea.....	.....	1	.....	10	7	12 W.	
642	July 12	Pah un tubby.....	.....	1	.....	15	7	12 W.	
643	July 12	Te ah lah ma.....	.....	1	.....	Fr. 22	7	12 W.	
644	July 12	Wah tubby.....	.....	1	.....	9	7	12 W.	
645	July 12	Sho yea cah ubby (L).....	Male.....	1	.....	4	24	8 E.	
646	July 12	Che ho yea (L).....	Female.....	1	.....	21	24	8 E.	
647	July 12	Ish to kah cha (L).....	do.....	1	.....	17	24	7 E.	
648	July 12	Com-pe-lah-to-nah (L).....	do.....	1	.....	1	7	12 W.	
649	July 12	Ish tah ti yea (L).....	.....	1	.....	17	4	11 W.	} Those marked "L" have been located by Upshaw.
650	July 12	Oke la in tah (L).....	.....	1	.....	23	4	11 W.	
651	July 12	Ex sho hubby (L).....	Male.....	1	.....	33	4	11 W.	
652	July 12	Oh pah kah to nah (L).....	.....	1	.....	35	4	10 W.	
653	July 12	Tam by (L).....	Male.....	1	.....	16	6	2 W.	
654	July 12	Ish con ah tubby (L).....	do.....	1	.....	16	7	12 W.	
655	July 12	Im lun nah (L).....	.....	1	.....	16	9	2 E.	
656	July 12	O lubby.....	.....	1	.....	.....	.....	.....	
657	July 12	Suckey Fulson (L).....	Female.....	1	.....	16	3	14 W.	} Of Huntsville.
658	July 12	Shut ho yea (L).....	do.....	1	.....	3	8	2 W.	
659	July 12	We tubby.....	.....	1	.....	16	4	7 E.	
660	July 12	Shah ah yah cubby.....	Male.....	1	.....	20	4	7 E.	
661	July 12	Ish to kah ta.....	.....	1	.....	29	11	6 W.	
662	July 12	To wah ka.....	.....	1	.....	19	11	6 W.	

Reservations under the sixth article of the Chickasaw treaty of the 24th of May, 1834—Cont'd.

Number.	Date of location.	Reservees.	Sex.	Age.	Entitled.	Section.	Township.	Range.	Remarks.
1838.									
663	July 12	Che ho yea.....			1	21	10	6 W.	
664	July 12	Kam pil lah to nah.....			1	26	4	9 W.	
665	July 12	Pau yu hou ah.....			1	16	3	6 W.	
666	July 12	Lucy.....	Female		1	16	13	3 E.	
667	July 12	Po kah.....			1	20	10	6 W.	
668	July 12	E yah hou tubby.....	Male		1	16	7	1 W.	
669	July 12	In tubby.....	do		1	3	3	10 E.	
670	July 12	Ah muck ah ly.....			1	16	8	5 E.	
671	July 12	Ish to tah yea.....			1	15	2	9 W.	
672	July 12	Po shau tubby.....	Male		1	23	4	9 W.	
673	July 12	In chah lah.....			1	16	4	6 W.	
674	July 12	Sal.....			1	16	5	6 W.	
675	July 12	Solomon.....	Male		1	32	4	9 W.	
676	July 12	Mah field.....			1	16	4	3 E.	
677	July 12	Me ka chi.....			1	11	9	6 W.	
678	July 12	Yock ah tubby.....			1	31	4	9 W.	
679	July 12	Ah no wah tubby.....			1	24	3	10 E.	
680	July 12	Ho yah ti.....			1	16	10		
681	July 12	Pis ah ho ky.....			1	5	22	7 E.	
682	July 12	On ah ho cha.....			1	24	9	10 E.	Choctaw surveys.
683	July 12	Ah che latah.....			1	33	4	5 W.	
684	July 12	E lah fa nah.....			1	36	4	9 W.	
685	July 12	Tun up ah um by.....			1	31	14	1 E.	
686	July 12	Tum ul lah cha.....			1	16	3	3 E.	
687	July 12	Ah kah ful lah.....			1	16	2	3 E.	
688	July 12	Pis tim ah ho nah.....			1	16	14	3 E.	
689	July 12	E lah pah ho ky.....			1	32	14	1 E.	
690	July 12	Tul lo wa chy.....			1	23	9	5 W.	
691	July 12	Ul lah ho key.....			1	16	5	7 E.	
692	July 12	Hith lah ta chy.....			1	30	4	11 W.	
693	July 12	Ho chy.....			1	35	4	9 W.	
694	July 12	Coom shah hoon nah.....			1	33	14	1 E.	
695	July 12	Ho yah ti yea.....			1	14	22	10 E.	
696	July 12	Yo nah.....			1	16	9	6 W.	All in No. 11.
697	July 12	Yo key.....			1	26	4	11 W.	
698	July 12	Sha lah.....			1	16	5	9 W.	
699	July 12	E mah ly.....			1	3	22	10 E.	
700	July 12	May lub by.....			1	13	10	6 W.	
701	July 12	E lah pin tubby.....			1	35	10	6 W.	
702	July 12	Phe nan tah.....			1	16	11	7 E.	
703	July 12	Ho shi ho mah.....			1	34	10	6 W.	
704	July 12	In chah pah tubby.....			1	18	7	3 W.	
705	July 12	Che wah.....			1	25	10	6 W.	
706	July 12	O Ke pah.....			1	16	13	4 E.	
707	July 12	Me shah ho nah.....			1	12	8	10 W.	
708	July 12	Han nah.....			1	13	8	10 W.	
709	July 12	Ho yo tim ah.....			1	11	8	10 W.	
710	July 12	Mah ta cha.....			1	14	8	10 W.	
711	July 28	Ah no hah cha.....			1	16	4	9 E.	
712	Aug. 20	Sam my.....			1	16	6	1 W.	
713	Aug. 20	Ben Allen.....			1	16	9	1 W.	
714	Aug. 20	Peggy Conley.....			1	16	7	7 E.	
715	Aug. 20	Arta Conley.....			1	16	8	7 E.	
716	Aug. 20	Robert Hancock, jr.....			1	16	9	7 E.	
717	Sept. 12	Nat. Graham.....			1	4	11	6 W.	
718	Sept. 12	Joseph McIntosh (L).....			1	E. 1/2 16	2	8 W.	Located by Upshaw in lieu of whole section.
719	Sept. 12	Aley Hancock.....			1	14	4	9 W.	
720	Sept. 12	Onah tah um by.....			1	16	10	8 E.	16, 10, 8, E.
721	Sept. 12	In cho thlah (L).....			1	17	21	11 E.	
722	Aug. 20	Che ah nah na Hudson (L).....			1	16	21	11 E.	
723	Aug. 20	Ulth Ko tubby (L).....			1	15	21	11 E.	
724	Sept. 12	Ah lo mah (L).....			1	16	8	2 W.	
725	Sept. 28	Wah ka hi yea (L).....			1	16	11	1 E.	
726	Aug. 20	Wy o ky (L).....			1	4	21	11 E.	
727	Aug. 20	Ah kah nah la (L).....			1	6	21	11 E.	
728	Nov. 2	Ah bah la tubby (L).....			1	5	23	8 E.	
729	Nov. 2	Ish mah tubby (L).....			1	16	8	1 W.	
730	Nov. 2	Tish o wah (L).....			1	35	11	8 E.	
731	Nov. 2	Ish tim ul lah (L).....			1	16	8	8 E.	
732	Nov. 2	No wah ho nah (L).....			1	16	8	1 E.	
733	Nov. 2	Ish tim o nau chy (L).....			1	8	4	12 W.	
734	Nov. 2	Win ni yea (L).....			1	34	4	11 W.	
735	Nov. 2	Ho yah no (L).....			1	3	21	11 E.	
736	Nov. 2	Ah fah nan tim ah (L).....			1	4	4	11 W.	
737	Nov. 2	Shuck o ya (L).....			1	6	8	10 W.	
738	Nov. 2	Ann Hancock (L).....			1	10	8	10 W.	

*Reservations under the sixth article of the Chickasaw treaty of the 24th of May, 1834—Cont'd.*

Number.	Date of location.	Reservees.	Sex.	Age.	Entitled.	Section.	Township.	Range.	Remarks.
739	1838.	Mary McIntosh (L)			1				
740		E yah tubby (L)			1	22	10	4 E.	E. $\frac{1}{2}$ for whole section.
741		Im mul lah ho nah (L)			1	22	21	11 E.	
742		E mah bi yo nah			1				
743		Choom pa			1				
744		Lo shoam mi			1				
745	Oct. 11	Ah yem min ta (L)			1	9	21	11 E.	Choctaw surveys. Location approved.
746	Sept. 28	E bah chuck wah tubby (L)			1	16	5	1 W.	
747	Oct. 11	Ho yea (L)				1	15	1 E.	April 3, 1839; location approved.—A. M. M. Upshaw, C. A.
478	Dec. 4	O nah mah umby.	Male			16	3	10 E.	
749	Nov. 30	Ish tah lubby				25	4	9 W.	
750	Nov. 30	It to homay lubby				34	4	10 W.	
751	Nov. 30	Ish to la chubby				36	4	10 W.	
752	Dec. 4	O ka ho yea				24	4	11 W.	
753	Dec. 4	I ah key yeah ubby				36	4	11 W.	
754	Dec. 6	O kah pah				9	4	11 W.	
755	1839.	Par sham O ubby				22	6	12 W.	
756	Mar. 29	E ar ke ubby				36	6	12 W.	
757	Mar. 29	O shoe te ho nah				8	7	12 W.	
758		I E ki ubby				25	7	12 W.	
759		E O Chee				36	9	9 W.	
760		Pis tom by				9	9	9 W.	
761		Oke lish tubby				12	4	12 W.	
762		Ar che ubby				29	6	11 W.	
763		Shoam pah				28	6	12 W.	
764		Ino ca ar ker				18	7	10 W.	
765		To ubby				28	7	11 W.	
766		Kit tun to				7	7	11 W.	
767		Shou ho kee tubby				2	7	11 W.	
768		O nau chubby				24	3	10 W.	
769		Lop pish				23	3	11 W.	
770		Pay tubby				10	3	10 W.	
771		Te fah ma tubby				33	3	11 W.	
772		Ish tit la cher				28	5	11 W.	
773		Mo nah tomby				35	4	11 W.	
774		Lah pin tah umby				7	6	11 W.	
775		Chah cau umby				10	5	11 W.	
776		Bah O nah tubby				23	5	11 W.	June 17, 1839.—A. M. M. Upshaw, C. A.
777		Ar ta thea			1	6	8	9 W.	
778		Te nubby			1	29	3	10 W.	
779		Jim Fry			1	18	4	10 W.	
780		Ho tish sha			1	10	7	10 W.	
781		Forlase McClure			1	23	7	10 W.	
782		Eliza Collins			1	23	8	10 W.	
783		Gilbert Collins			1	36	8	10 W.	
784		Ah to no wa tubby			1	25	5	11 W.	
785		Sba wa ho mah			1	15	6	11 W.	
786		Hau uah			1	31	6	11 W.	
787		She mi yea			1	1	7	11 W.	
788		Ah sho mon tubby			1	18	7	11 W.	
789		Is tim mah lut cha			1	36	6	13 W.	
790		Un chee tubby			1	16	9	2 W.	
791		Ish tup po hah			1	15	12	2 W.	
792		Phil la toom by			1	3	11	7 W.	
793		J ah-ki-ubby			1	16	11	8 E.	
794		Ish ti kah ty			1	16	9	4 E.	
795		Tau iu tubby			1	10	21	11 E.	
796		Toom by			1	22	14	5 E.	
797		Cou cha tubby			1	28	11	8 E.	
798		Ou ti ah			1	36	7	7 E.	
799		Two wi a chor				13	4	9 W.	
800		Ro but				18	6	9 W.	
801		Shah te very				16	15	5 W.	
802		H. Yeah-ti				16	11	6 W.	

CHICKASAW AGENCY, October 22, 1838.

BENJ. REYNOLDS, C. A.

This list accompanied "Abstract of land located at the Chickasaw Agency office on November 16, 17, 18, 19, 20, 21, 22, 23, 24, 1839," and, having no date, and being reported by the same letter, the inference is that the locations were made at the same time.